



भारत का राजपत्र

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सं. 21] नई दिल्ली, मई 21—मई 27, 2017, शनिवार/वैशाख 31—ज्येष्ठ 6, 1939

No. 21] NEW DELHI, MAY 21—MAY 27, 2017, SATURDAY/ VAISAKHA 31—JYAIKTHA 6, 1939

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 14 मार्च, 2017

का.आ. 1295.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के उपनियम (4) के अनुसरण में संलग्न अनुबंध में उल्लिखित निम्नलिखित बैंकों की सूचीबद्ध शाखाओं/कार्यालयों को, जिनके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

क्र.सं.	बैंक का नाम	शाखाओं की संख्या
1.	स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर	133
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	कुल	191

[फा सं. 11016/1/2015-हि. (अधि.)]

राजीव कुमार, सहायक निदेशक (रा.भा.)

राजभाषा नियम 1976 के नियम 10(4) के अंतर्गत अधिसूचित किए जाने वाले कार्यालयों/शाखाओं की सूची

क्रम सं शाखा/ कार्यालय का नाम एवं पता

1. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
विद्याधर नगर शाखा (कूट सं- 10763)
1/38 विद्याधर नगर
जयपुर -302039
राजस्थान
2. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
पी.डब्ल्यू.डी काम्प्लेक्स शाखा (कूट सं- 10820)
पी.डब्ल्यू.डी काम्प्लेक्स, जैकब रोड
जयपुर-302006
राजस्थान
3. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
सीकर रोड शाखा (कूट सं- 11154)
प्लाट नं-1
शांति एशियाटिक स्कूल
सन सिटी टाउन शिप
सीकर रोड, जयपुर-302013
राजस्थान
4. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
ब्रह्मपुरी शाखा (शाखा कूट-10761)
सीता राम बाजार, ब्रह्मपुरी, जयपुर-302002
राजस्थान
5. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
सेंट्रल स्पाइन शाखा (कूट सं-10861)
ए-9 गणेशम प्लाजा , सेंट्रल स्पाइन
विद्याधर नगर, जयपुर-302039
राजस्थान
6. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
राजधानी कृषि उपज मंडी शाखा (कूट सं- 10978)
राजधानी कृषि उपज मंडी
जयपुर-302013
राजस्थान
7. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
जैहरी बाजार शाखा (कूट सं- 10029)
दुकान सं-245 से 248 के उपर
प्रथम तल, जैहरी बाजार
जयपुर-302003
राजस्थान
8. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: मिठौडा (शाखा कूट-11244)
पता: ग्राम पंचायत भवन, पंचायत समिति,

सिवाना पोस्ट: मिठौडा, जिला-बाड़मेर
(राजस्थान) पिन: 344801

9. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: लूणी (शाखा कूट-11287)
पता: देवासियों की गली, मेन स्टेशन रोड
पोस्ट-लूणी
जिला- जोधपुर पिन: -342802

10. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: बी.जे.एस.कोलोनी, जोधपुर (शाखा कूट-11288)
पता: आरटीओ क्रॉसिंग रोड, बी.जे.एस.कोलोनी
जोधपुर पिन: 342006

11. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: नया बस स्टैण्ड रोड, सॉचोर (शाखा कूट-11289)
पता: गोदावरी कॉम्प्लैक्स, नया बस स्टैण्ड
पोस्ट-सॉचोर
जिला-जालोर, राजस्थान पिन: -343041

12. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: बालरवा (शाखा कूट-11235)
पता: जोधपुर तिवरी मुख्य सड़क
बस स्टैण्ड पोस्ट - बालरवा
तहसील - ओसियां जिला - जोधपुर
राजस्थान पिन: - 342 306

13. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: पथमेडा (शाखा कूट-11237)
पता: श्री गोपाल गोवर्धन गौशाला,
आनंदवन, पथमेडा
पोस्ट - हाडेतर तहसील - सॉचोर
जिला- जालोर, राजस्थान पिन: -343 041

14. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: फलोदी, कृषि उपज मंडी (शाखा कूट-10205)
पता: कृषि उपज मंडी के सामने
जोधपुर रोड, फलोदी, जिला-जोधपुर
राजस्थान पिन -342301

15. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: सरवडी (शाखा कूट-11245)
पता: पंचायत समिति
पोस्ट, सरवडी, तहसील-पचपदरा
जिला-बाड़मेर, राजस्थान पिन:344032

16. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: हंसलाल की पाल (शाखा कूट-11343)

जोधपुर पता: 682/12 सेटेलाइट अस्पताल
हंसलाल की पाल, नयापुरा
जिला-जोधपुर, राजस्थान पिन:342026

17. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: एम्स बासनी, जोधपुर (शाखा कूट-11315)
पता: शॉप संख्या 37,
बासनी ट्रांसपोर्ट नगरमेन सालावास रोड, जोधपुर
जिला-जोधपुर,
राजस्थान पिन:342005

18. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: जोधपुर प्रताप नगर (शाखा कूट-11244)
पता: ओम सत्यम, 104 प्रताप नगर विस्तार योजना
टैम्पो स्टैण्ड के पास, प्रताप नगर, जोधपुर
जिला-जोधपुर, राजस्थान पिन:342004

19. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: कुड़ी भगतासनी (शाखा कूट-11405)
पता: 5-एच-7, कुड़ी हाउसिंग बोर्ड
जोधपुर जिला-जोधपुर, राजस्थान पिन:342005

20. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: डांगियावास (शाखा कूट-11319)
पता: जयपुर हाइवे, पेट्रोल पंप के निकट
हेमानाडा थेत्र, डांगियावास, जोधपुर
जिला-जोधपुर, राजस्थान पिन:342027

21. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शाखा का नाम: मालवाड़ा (शाखा कूट-11339)
पता: सुन्धा माता रोड, मालवाड़ा
तहसील- रानीवाड़ा
जिला-जालोर, राजस्थान पिन:343039

22. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
दानपुर (शाखा कूट :-11173)
घोड़ी तेजपुर चौराहा, रतलाम मार्ग, पोस्ट दानपुर
जिला -बाँसवाड़ा -327001

23. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
खेरोड़ा (शाखा कूट :-11226)
बस स्टैंड, भिंडर रोड, खेरोड़ा
तहसील वल्लभनगर
जिला -उदयपुर -313601

24. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
ट्रांसपोर्ट नगर, उदयपुर (शाखा कूट :-11263)
डी सी टाक परिसर, आदर्शनगर एन एच 6
प्रतापनगर, उदयपुर
जिला -उदयपुर -313001

25. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
रायपुर, भीलवाडा (शाखा कूट :-11232)
हरिओम काम्प्लेक्स, गंगापुर रोड
रायपुर
जिला—भीलवाडा -313803

26. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
ठीकरिया (शाखा कूट :-11238)
सिल्वर प्लाजा काम्प्लेक्स ,
वीरांगना सिनेमा के पास दाहोद रोड
बांसवाडा
जिला—बांसवाडा -327001

27. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
देलवाडा (शाखा कूट :-11233)
मोतीलाल खट्टीकन निवास
जोधपुर मिष्ठान भण्डार के पास
बस स्टैंड, देलवाडा
जिला—राजसमन्द -313202

28. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
तीतरडी (शाखा कूट :-11296)
तीतरडी,
जिला—उदयपुर -313002

29. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
वेलांगरी (शाखा कूट :-11314)
मेनरोड वेलांगरी
जिला—सिरोही -307001

30. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
पिपलीनगर (शाखा कूट :-11311)
पिपलीनगर
तहसील भीम
जिला—राजसमन्द -305921

31. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर,
बपावर कलाँ (शाखा कूट :- 11177)
छवडा रोड, गणेश कुंज के पास,
बपावर कला,
तहसील- सांगोद, जिला कोटा
राज्य : राजस्थान, पिन : 325007

32. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
मंडाना शाखा (कूट सं-11186)
बस स्टैंड के पास
राजस्थान-325003

33. स्टेट बैंक ऑफ बीकानेर एंड जयपुर,
कोटा शॉपिंग सेंटर (शाखा कूट :- 11300)
114, फर्नीचर मार्केट, शॉपिंग सेंटर,
जिला कोटा
राज्य : राजस्थान
पिन : 324 007

34. स्टेट बैंक ऑफ बीकानेर एंड जयपुर,
विश्वकर्मा नगर शाखा (शाखा कूट :- 11301)
ओसीएफ-4, विश्वकर्मा नगर, कोटा
जिला कोटा, राज्य : राजस्थान
पिन : 324 010

35. स्टेट बैंक ऑफ बीकानेर एंड जयपुर,
बोरखेड़ा कोटा शाखा (शाखा कूट :- 11394)
प्लॉट नंबर-10, गौतम कॉलोनी,
बोरखेड़ा कोटा
जिला कोटा
राज्य : राजस्थान, पिन : 324 001

36. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
उप महाप्रबंधक सचिवालय
आंचलिक कार्यालय, पब्लिक पार्क, बीकानेर(कुट सं-10548)
जिला – बीकानेर
राज्य – राजस्थान
पिनकोड – 334001

37. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
सहायक महाप्रबंधक-प्रथम सचिवालय
आंचलिक कार्यालय, पब्लिक पार्क, बीकानेर (कुट सं-10548)
जिला – बीकानेर
राज्य – राजस्थान, पिनकोड – 334001

38. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
सहायक महाप्रबंधक-द्वितीय सचिवालय
आंचलिक कार्यालय, पब्लिक पार्क, बीकानेर
जिला – बीकानेर
राज्य – राजस्थान, पिनकोड - 334001

39. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
रास्मैक बीकानेर(कुट सं-10870)
विनाणी विलिंग, अलख सागर रोड, बीकानेर
जिला – बीकानेर
राज्य – राजस्थान, पिनकोड - 334001

40. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 सीसीपीसी बीकानेर (कुट सं-10644)
 पब्लिक पार्क, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334001

41. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 मुद्रा प्रबंधन प्रकोष्ठ (सीएसी) (कुट सं-10548)
 अस्पताल मार्ग शाखा, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334001

42. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 आरसीपीसी श्रीबिजयनगर (कुट सं-11083)
 दादा पम्पा राम धर्मशाला के सामने, श्रीगंगानगर
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335704

43. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 धन सामग्री आगार (स्टेशनरी डिपो) (कुट सं-10834)
 विनाणी बिल्डिंग, अलख सागर रोड, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334001

44. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 शाखा- गोडू (कुट सं-10610)
 गाँव- गोडू, डाकघर- बजू, तहसील- कोलायत
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334305

45. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 शाखा- लालगढ (बीकानेर) (कुट सं-10801)
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334004

46. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 शाखा- घूमचक्कर श्रीडूंगरगढ (कुट सं-11267)
 एन.एच. 11, मोमासर बास, घूमचक्कर के पास, श्रीडूंगरगढ, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 331803

47. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- रायसर (कुट सं-11316)
 पोस्ट- नौरंगदेसर, मरुधर इंजीनियरिंग कॉलेज के पास, एन.एच. 11,
 जयपुर रोड, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334001

48. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- आरडी 465 दामोलाई (कुट सं-11346)
 पोस्ट- रानेर, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334021

49. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- तिलक नगर (कुट सं-11404)
 सुभाष पेट्रोल पंप के नजदीक, जयपुर रोड, बीकानेर
 जिला – बीकानेर,
 राज्य – राजस्थान
 पिनकोड – 334022

50. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- शहर शाखा बीकानेर (बीकानेर सिटी) (कुट सं-10164)
 भुजिया बाजार, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334005

51. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- ज्ञानू (कुट सं-10519)
 तहसील- कोलायत, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334302

52. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- सूरपुरा (कुट सं-10606)
 तहसील- नोखा, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334801

53. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- जांगलू (कुट सं-10608)
 तहसील- नोखा, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334803

54. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 शाखा- भामटसर (कुट सं-10609)
 शिव मंदिर के पास, भामटसर,
 तहसील- नोखा, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334801

55. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 शाखा- धरनोक (कुट सं-10617)
 वाया पंचू, तहसील- नोखा, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334804

56. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 शाखा- ढींगसरी (कुट सं-10618)
 तहसील- नोखा, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334804

57. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 शाखा- रामसर (कुट सं-11021)
 तहसील- बीकानेर, जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334201

58. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 शाखा- सींथल (कुट सं-11047)
 करनी माता मंदिर के पास, सींथल,
 वाया नापासर, जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334202

59. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 शाखा- कांता खतुरिया कॉलोनी (कुट सं-11048)
 ए-35, कांता खतुरिया कॉलोनी, बीकानेर
 जिला – बीकानेर, राज्य – राजस्थान
 पिनकोड – 334003

60. स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर
 शाखा- रोडा (कुट सं-11068)
 वाया नोखा, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड - 334803

61. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- अक्षासर (कुट सं-11112)
 तहसील- बीकानेर, जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334001

62. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- जवाहर नगर (कुट सं-11143)
 ए-6, डूडी पेट्रोल पम्प के सामने,
 जवाहर नगर, गजनेर रोड, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334005

63. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- गंगाशहर (कुट सं-11268)
 प्लॉट नं-2, महाबलीपुरम कॉलोनी,
 बस स्टैंड के नजदीक, नोखा रोड,
 गंगाशहर, बीकानेर, जिला – बीकानेर
 राज्य – राजस्थान, पिनकोड – 334403

64. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- कुचौर अगुणी (कुट सं-11310)
 तहसील- नोखा, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान, पिनकोड – 334202

65. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- खींदासर (कुट सं-11408)
 पंचायत भवन खींदासर, तहसील- कोलायत, बीकानेर
 जिला – बीकानेर
 राज्य – राजस्थान
 पिनकोड – 334302

66. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- अग्रसेन चौक, श्रीगंगानगर (कुट सं-11169)
 6 क्यू, जवाहर नगर, अग्रसेन चौक, श्रीगंगानगर
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335001

67. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- बनवाली (4 बीएनडब्ल्यू) (कुट सं-11034)
 बस स्टैंड, बनवाली (4 बीएनडब्ल्यू), तहसील- सादुलशहर, श्रीगंगानगर
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335062

68. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- चूनावड (कुट सं-10980)
 तहसील- श्रीगंगानगर
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335022

69. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- गुरुसर मोडिया (26 एमओडी) (कुट सं-11070)
 शाह सतनाम जी जनरल हॉस्पिटल, गुरुसर मोडिया
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335802

70. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- नई धान मंडी, पदमपुर (कुट सं-11168)
 केयूएम परिसर, पदमपुर
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335041

71. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- नई धान मंडी, श्रीकरणपुर (कुट सं-11111)
 गुरुद्वारा नानक साहब के पास, श्रीगंगानगर रोड, श्रीकरणपुर
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335073

72. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- पब्लिक पार्क, श्रीगंगानगर (कुट सं-10144)
 28ए, पब्लिक पार्क, श्रीगंगानगर
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335001

73. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- उधम सिंह चौक, श्रीगंगानगर (कुट सं-10986)
 बस स्टैंड के नजदीक, श्रीगंगानगर
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335001

74. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- 19 ज़ेड, श्रीगंगानगर (कुट सं-11110)
 गाँव+पोस्ट- 19 ज़ेड, तहसील- श्रीगंगानगर
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335038

75. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- नई धान मंडी, रायसिंहनगर (कुट सं-11269)
 बी-2, नई धान मंडी गेट के सामने, अनूपगढ़ रोड, रायसिंहनगर
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335051

76. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- कीकरवाली, श्रीगंगानगर (कुट सं-11251)
 ग्राम पंचायत भवन, कीकरवाली, तहसील- रायसिंहनगर
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335051

77. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- मोरजंड खारी (कुट सं-11286)
 बस अड्डा के नजदीक, मोरजंड खारी, सादूल शहर
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335037

78. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- रावला मंडी, श्रीगंगानगर (कुट सं-11393)
 दुकान नं. 36, धान मंडी, रावला मंडी, तहसील- घरसाना
 जिला – श्रीगंगानगर
 राज्य – राजस्थान
 पिनकोड – 335707

79. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- मूर्ति चौक, भादरा (कुट सं-11252)
 जिला – हनुमानगढ़
 राज्य – राजस्थान
 पिनकोड - 335501

80. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- किशनपुरा, दिखनादा (कुट सं-11253)
 राजीव गाँधी सेवा केंद्र, किशनपुरा, दिखनादा
 जिला – हनुमानगढ़
 राज्य – राजस्थान
 पिनकोड – 334302

81. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- भिरानी (कुट सं-11256)
 पुलिस स्टेशन के नजदीक, भिरानी, तहसील- भादरा
 जिला – हनुमानगढ़
 राज्य – राजस्थान
 पिनकोड – 335503

82. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- बशीर, हनुमानगढ़ (कुट सं-11264)
 तहसील- टिब्बी
 जिला - हनुमानगढ़
 राज्य - राजस्थान
 पिनकोड - 335063

83. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- सेक्टर-5, नोहर (कुट सं-11270)
 सेक्टर नं. 5, महेंद्र ट्रैक्टर एजेंसी के सामने, नोहर
 जिला - हनुमानगढ़
 राज्य - राजस्थान
 पिनकोड - 335523

84. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- बैंक रोड शाखा, पीलीबंगा (कुट सं-11271)
 दुकान सं. 15, 16, 17, बैंक रोड,
 वाल्मीकि चौक, पीलीबंगा
 जिला - हनुमानगढ़
 राज्य - राजस्थान
 पिनकोड - 335803

85. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- एयर फोर्स स्टेशन, सूरतगढ़ (कुट सं-10813)
 सूरतगढ़ एयर फोर्स स्टेशन
 जिला - श्रीगंगानगर
 राज्य - राजस्थान
 पिनकोड - 335804

86. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- एसटीपीएस, रायांवाली (कुट सं-10817)
 तहसील- सूरतगढ़
 जिला - श्रीगंगानगर
 राज्य - राजस्थान
 पिनकोड - 335804

87. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- रतनपुरा, हनुमानगढ़ (कुट सं-11372)
 गाँव+पोस्ट- रतनपुरा, तहसील- नोहर
 जिला - हनुमानगढ़
 राज्य - राजस्थान
 पिनकोड - 335523

88. स्टेट बैंक ऑफ बीकानेर एंड जयपुर
 शाखा- 12 डीपीएन-गोगामेडी (कुट सं-11373)
 गाँव+पोस्ट- 12 डीपीएन (गोगामेडी), तहसील- नोहर
 जिला - हनुमानगढ़
 राज्य - राजस्थान
 पिनकोड - 335504

89. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
सगुना मोड, दानापुर, पटना, शाखा कोड-11242
चन्द्रा काम्पलेक्स, प्लॉट नंबर-102,
दानापुर, पटना, बिहार-801503

90. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
डेहरी ऑन सोन, शाखा कोड-11164
प्लॉट नंबर-906, स्टेशन रोड
मोहन बीघा लेन के नजदीक, पोस्ट- डालमियानगर
बिहार-821305

91. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
नोएडा सेक्टर-49(गांव-बरोला), शाखा कोड-11218
मुख्य दादरी रोड, गांव-बरोला
सेक्टर-49, नोएडा, जिला-गौतम बुद्ध नगर
उत्तर प्रदेश -201310

92. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
साक्ची, जमशेदपुर, शाखा कोड-11213
प्लॉट नंबर-480, लाइन नंबर-22
आदर्श अब्दुल रहीम काम्पलेक्स,
प्रथम मंजिल, कासीडीह,
साक्ची, जमशेदपुर, झारखण्ड-831001

93. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
कांटाटोली, रांची, शाखा कोड-11178
प्लॉट नंबर-280, नाइल मॉल
पुराना हजारीबाग रोड, कांटाटोली,
रांची, झारखण्ड-834001

94. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
साहनेवाल, शाखा कोड-11243
वार्ड संख्या 11, डहलों रोड
गुरु गोविन्द सिंह गेट के पास(साहनेवाल चौक)
पोस्ट-साहनेवाल, जिला लुधियाना
पंजाब-141120

95. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
खरड, शाखा कोड-11257
पानी टंकी के सामने, चंडीगढ़ रोड
पोस्ट- खरड, जिला-मोहाली
पंजाब-140301

96. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
ग्रेटर नोएडा, शाखा कोड-11273
ओम टॉवर, बी-5, सेक्टर एल्फा-1
ग्रेटर नोएडा, जिला – गौतम बुद्ध नगर

उत्तर प्रदेश-201301

97. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
 सीतामढ़ी, शाखा कोड-11141
 शीला मेंशन, डुमरा रोड, रायोपट्टी
 साहू चौक, सीतामढ़ी,
 बिहार-843302

98. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
 सुरार, नवीनगर ब्लॉक, शाखा कोड-11225
 एनटीपीसी के सामने, पोस्ट- पिरौटा
 नवीनगर, औरंगाबाद, बिहार-824303

99. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
 गुडगांव, सेक्टर-5, शाखा कोड-11280
 शीतला माता रोड, मेन रोड,
 सेक्टर-5, गुडगांव, हरियाणा- 122001

100. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
 राजौरी गाड़ेन, शाखा कोड-11277
 जे-13/57, मेन रोड, राजौरी गाड़ेन,
 नई दिल्ली- 110027

101. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
 गुजरांवाला टाऊन, शाखा कोड-11284
 ए-330, डेरावल नगर, नई दिल्ली-110009

102. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
 सेक्टर 16(ए), फरीदाबाद, शाखा कोड-11250
 एससीएफ-35 व 36, हुडा मार्केट,
 पार्ट-1, सेक्टर 16(ए), फरीदाबाद, हरियाणा

103. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
 सेक्टर-49, नोएडा, शाखा कोड-11218
 मुख्य दादरी रोड, गांव-बरोला,
 सेक्टर-49, नोएडा जिला गौतम बुद्ध नगर

104. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
 पीतमपुरा, शाखा कोड-11358
 7, दीपाली एंक्लेव,
 पीतमपुरा, नई दिल्ली- 110034

105. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
 सेक्टर 49-ए, शाखा कोड-11285
 बूथ नंबर-7, सेक्टर 49-ए, चंडीगढ़

106. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
 जींद, शाखा कोड-11279

एससीएफ-32, जाट धर्मशाला के पास,
जींद, हरियाणा

107. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
भिवानी , शाखा कोड-11278
बालाजी कॉम्प्लेक्स, पुराने बस स्टैण्ड के पास(इन गेट)
सर्किलर रोड, भिवानी, हरियाणा

108. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
सिरसा , शाखा कोड-11283
मलागर सिंह पेट्रोल पंप के सामने,
बेंगू रोड, सिरसा, हरियाणा

109. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
पलवल , शाखा कोड-11261
गुप्ता प्लॉजा, रसूलपुर चौक के पास,
बाईपास, मेन रोड, पलवल, हरियाणा

110. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
शिमला , शाखा कोड-11438
पार्वती कांप्लेक्स, पंथाघाटी एनएच-22,
बाई पास रोड, शिमला, हिमाचल प्रदेश- 171009

111. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
साल्टलेक सेक्टर-1 कोलकाता, शाखा कोड-11410
सीएफ- 364, साल्टलेक सेक्टर-1, कोलकाता-700064

112. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
ठाकुरपुकुर, शाखा कोड-11411
192, डायमंड हार्बर रोड, प्रथम तल, ठाकुरपुकुर
भारत गैस बुकिंग कार्यालय के निकट, पश्चिम बंगाल
कोलकाता- 700063

113. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
चन्द्रशेखरपुर , शाखा कोड-11413
प्लॉट नंबर-306/1710/4017
पटिया सिखरचंडी चक,
बिग बाजार के निकट भुवनेश्वर

114. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
क्षेत्रीय कार्या.-2, लखनऊ, शाखा कोड-11194
शॉप नंबर-6,7, एलडीए कमर्शियल काम्प्लेक्स
कपूरथला बाग, अलीगंज, लखनऊ-226020

115. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
क्षेत्रीय कार्या.-5, कोलकाता, शाखा कोड-11320
प्रथम तल, एन.एस.रोड, कोलकाता -700001

116. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
रासमेक दिल्ली, शाखा कोड-10876
चतुर्थ तल, अहिंसा भवन
न्यू राजेन्द्र नगर, शंकर रोड, नई दिल्ली-110060

117. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
सीसीपीसी दिल्ली, शाखा कोड-10648
पी-4/90, द्वितीय तल, कनॉट सर्कस
दिल्ली-110001

118. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
स्टेशनरी डिपो दिल्ली, शाखा कोड-10838
वाई सी, 1/3, लोहा मंडी,
नारायणा इंडस्ट्रियल स्टेट,
फेज-II, नई दिल्ली-110028

119. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
गुडगांव, सेक्टर-49, शाखा कोड-11318
झरोज शॉप नंबर-90,91, सिटी स्क्वॉयर
सेक्टर-49, गुडगांव -122018

120. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
मालवीय नगर, शाखा कोड-11342
डी-81, मेन मार्केट,
मालवीय नगर, दिल्ली-110017

121. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
वैशाली, शाखा कोड-11419
प्लॉट नंबर-26, सूर्या कनिष्ठ टॉवर,
सेक्टर-4, वैशाली

122. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
सिकंदरा बोडला, आगरा, शाखा कोड-11445
प्लॉट नंबर-04, सेक्टर-05, आवास विकास कालोनी,
सिकंदरा बोडला रोड,
आगरा, उत्तर प्रदेश-282007

123. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
सीतापुर, शाखा कोड-11359
इकबाल प्लॉज़ा, बट्सगंज,
जीआईसी क्रासिंग के निकट,
जीटी रोड, सीतापुर-261001

124. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
पी सी कालोनी, कांकराबाग, शाखा कोड-11324

जी-122,पी.सी.कॉलोनी, पोस्ट – लोहिया नगर,
कांकराबाग, पटना-800020

125. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
चंद्रगढ़ नवीनगर, शाखा कोड-11406
ग्राम एवं पोस्ट- चंद्रगढ़, थाना- नवीनगर,
पंचायत- चंद्रगढ़, औरंगाबाद-824301

126. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
भागलपुर मेन शाखा, शाखा कोड-11414
जयसवाल टॉवर, आरबीएसएस रोड,
भिखनपुर, गुमटी नंबर-3, भागलपुर- 812001

127. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
कूल रोड, जालंधर, शाखा कोड-11172
75, गुरजेपाल नगर,
कूल रोड, जालंधर-144001

128. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
मुल्लापुर गरीबदास, मोहाली, शाखा कोड-11322
मेन रोड, मुल्लापुर गरीब दास,
जिला-मोहाली-140901

129. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
नारनौल, शाखा कोड-11335
एम जी मोर्टस के निकट,
कैलाश नगर, नारनौल, जिला-महेन्द्रगढ़,
हरियाणा-123001

130. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
कैथल, शाखा कोड-11384
कुरक्षेत्र रोड, कैथल, हरियाणा-136027

131. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
बावल, शाखा कोड-11440
बावल ऑटो फ्लूल के निकट,
रेवाड़ी रोड, बावल, हरियाणा-123501

132. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
बालासोर, शाखा कोड-11412
एफएम गोलाई, भाष्करगंज,
बालासोर, ओडिशा-756001

133. स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर
रथतला, कोलकाता, शाखा कोड-11433
271 ए, एनएससी बोस रोड,
गरिया मेट्रो स्टेशन के निकट, कोलकाता-700047

134. वेनूर स्टेट बैंक ऑफ मैसूर, वेनूर शाखा
गार्डन विव्यु कॉम्प्लेक्स बस स्टैंड
वेनूर बेलथंगडी तालुक 574242

135. सुब्रमन्या स्टेट बैंक ऑफ मैसूर, सुब्रमन्या शाखा,
श्रीनिकेतन भवन कार स्ट्रीट सुब्रमण्या,
सुलिया, सुब्रमण्या 574238

136. विट्टल स्टेट बैंक ऑफ मैसूर, विट्टल शाखा,
2-387 (24), रिहा और पार्क लाईन कोम्प्लैक्स
जैन बसदी के सामने
विट्टल 574243

137. कडवा स्टेट बैंक ऑफ मैसूर, कडवा शाखा,
एसएचएलओएम टावर्स मेन रोड कडवा-574221

138. विशेषिकृत स्टेट बैंक ऑफ मैसूर,
विशेषिकृत एनआरआई शाखा,
मंगलूर, 2-12 / 6, हिल ग्रोव,
चिलिंबी कुलूर -फेरी रोड प्रथम तल
मंगलूर 575006

139. जयापुरा स्टेट बैंक ऑफ मैसूर, जयापुरा शाखा,
वेंकटनाग कॉम्प्लेक्स परिसर मेन रोड,
जयापुरा कोप्पा तालुका 577123

140. मेलकर स्टेट बैंक ऑफ मैसूर, मेलकर शाखा,
गंगा पुष्पा आर्केड मेलकर फलक
मंगलौर पोस्ट, बंटवाल 57423

141. नारिमोगरु स्टेट बैंक ऑफ मैसूर, नारिमोगरु शाखा,
एसए कॉम्प्लेक्स, पुरुषरकट्टे नारिमोगरु गांव
और पोस्ट पुत्तूर तालुका, पुत्तूर 574202

142. आईवरानाडु स्टेट बैंक ऑफ मैसूर, आईवरानाडु शाखा
ग्राम पंचायत सेवा केन्द्र भवन आईवरानाडु,
सुलिया तालुका 574239

143. हाउसिंग बोर्ड स्टेट बैंक ऑफ मैसूर, हाउसिंग बोर्ड कॉलोनी शाखा,
ए आई टी कॉलेज रोड ज्योति नगर चिक्कमगलूर,
चिक्कमगलूर 577102

144. एम.जी.रोड
मंगलूर स्टेट बैंक ऑफ मैसूर, एमजी रोड शाखा
दिव्या एन्क्लेव केनरा कॉलेज के सामने
ओ एमजी रोड, मंगलूर 575,003

145. बाजार सड़क
चिक्कमगलुर स्टेट बैंक ऑफ मैसूर,
बाजार सड़क चिक्कमगलुर शाखा
08262-23937300 चिक्कमगलुर 577101

146. मलान्दुर सड़क
चिक्कमगलुर स्टेट बैंक ऑफ मैसूर,
मलान्दुर सड़क चिक्कमगलुर,
राजेश्वर परिसर मलान्दुर सड़क
चिक्कमगलूर चिक्कमगलूर 577101

147. निलुवागिलू
स्टेट बैंक ऑफ मैसूर, निलुवागिलू शाखा,
श्री लक्ष्मी परिसर निलुवागिलू (वी एंड पी)
कोप्पा तालुक, चिक्कमगलूर जिले 577120

148. कालसा शाखा
स्टेट बैंक ऑफ मैसूर, कालसा शाखा,
प्रथम तल कामत टावर मुख्य सड़क कालसा
मुदिगेरे तालुक्का कालसा 577124

149. सत्यमंगला
स्टेट बैंक ऑफ मैसूर, सत्यमंगला शाखा,
पास विनायक समुदाय भवन गौरीकोप्पल
हासन 573202

150. बेलवडी
स्टेट बैंक ऑफ मैसूर,
बेलवडी शाखा, खाता No.529,
बेलवडी ग्राम व पोस्ट दोहमग्गे हुबली,
अरकलगुड तालुका, हासन जिला,
हासन 573113

151. हलेबीडु
स्टेट बैंक ऑफ मैसूर, हलेबीडु शाखा,
खाता सं 42/1 राजनसिरयुर रोड हलेबीडु
बेलूर तालुका, हसन जिला हलेबीडु
573121

152. दुड्हा
स्टेट बैंक ऑफ मैसूर, दुड्हा शाखा,
सम्पिजे सड़क दुड्हा 573118

153. हेब्बाले
स्टेट बैंक ऑफ मैसूर, हेब्बाले शाखा,
ग्राम पंचायत भवन हेब्बाले
गांव और पोस्ट हेब्बाले 573102

154. अरलिकटे
स्टेट बैंक ऑफ मैसूर, अरलिकटे शाखा,
कूल वेल टावर डबल टैंक,
सल्लामे रोड, हासन, हासन 573201

155. नेहरू नगर स्टेट बैंक ऑफ मैसूर, नेहरू नगर शाखा,
लक्ष्मी टावर चिक्कमगलुर हासन
मुख्य सड़क नेहरू नगर बेलूर 573115

156. मिनी विधान सौध स्टेट बैंक ऑफ मैसूर,
मिनी विधान सौधा शाखा,
कल्पतरु परिसर के निकट मिनीविधानसौधा
बी.एच. सड़क अरसिकेरे 573103

157. बाजार शाखा स्टेट बैंक ऑफ मैसूर,
चन्नारायपट्टना अग्रहर बीदी, चंद्रशेखर भवन के.आर. सर्किल
चन्नारायपट्टना हासन 573116

158. कुंदुर स्टेट बैंक ऑफ मैसूर, खाता सं 354,
कुंदुर गांव और पोस्ट दंडिगानाहल्ली
चन्नारायपट्टना

159. फोर्ट अरकलगुड स्टेट बैंक ऑफ मैसूर,
फोर्ट अरकलगुड शाखा मल्लिपट्टना रोड,
अरकलगुड 573102

160. भटकल स्टेट बैंक ऑफ मैसूर,
भटकल शाखा, तृतीय / 1443 / 1F,
1 मंजिल नाईक चंदू चेम्बर्स
नई अंग्रेजी स्कूल रोड भटकल 581320

161. बैलुर स्टेट बैंक ऑफ मैसूर, बैलुर शाखा,
डॉ अरुर नर्सिंग होम के पास मेन रोड
बैलुर 574102

162. थेकट्टे स्टेट बैंक ऑफ मैसूर, थेकट्टे शाखा,
प्रेम भट कांप्लेक्स, एनएच 66,
थेकट्टे कुंदापुर तालुकाम थेकट्टे 576231

163. मांकी स्टेट बैंक ऑफ मैसूर, मांकी शाखा,
1 मंजिल मांकी, नर्सिंग होम बंसाले,
मांकी 581348

164. बनवासी रोड स्टेट बैंक ऑफ मैसूर,
बनवासी रोड शाखा,
मरिकम्बा मंदिर के निकट
नेत्रवती कांप्लेक्स, बनवासी रोड
सिरसी 581401

165. गोकर्ण स्टेट बैंक ऑफ मैसूर, गोकर्ण शाखा,
दरवाजा सं 446 श्री गुरु राघवेंद्र कॉम्प्लेक्स,
तरङ्गी रोड, गोकर्ण 581326

166. शिरियारा स्टेट बैंक ऑफ मैसूर, शिरियारा शाखा,
बीएन 4-59 / बी, प्रथम तल,
कल्मग्री एटी / पीटी: शिरियारा – 576210
तालूका एवं जिला: उडुपी शिरियारा 576210

167. कोटेश्वरा स्टेट बैंक ऑफ मैसूर, कोटेश्वरा शाखा,
लक्ष्मीदेवी कॉम्प्लेक्स,
श्री पित्तबी रामचंद्र मंदिर के सामने
मारुति वन रोड, कोटेश्वरा
कुंदापुर कोटेश्वरा – 576222

168. मणिपाल स्टेट बैंक ऑफ मैसूर, मणिपाल शाखा,
वैष्णवी निवास प्रथम तल
मणिपाल- परकला रोड,
ईश्वर नगर मणिपाल -576104

169. नन्नीवाला स्टेट बैंक ऑफ मैसूर, नन्नीवाला शाखा
ग्रामपंचायती समुदाय भवन
नन्नीवाला, चल्लकेरा तालुका, जिला:चित्रदुर्ग

170. हालिवना स्टेट बैंक ऑफ मैसूर, हालिवना शाखा
राजीव गांधी सेवा केन्द्र,
ग्रमपंचायती-हुलिवना, हरिहर तालुका
जिला दावणगेरे 577530

171. तुमकुरलाहल्ली स्टेट बैंक ऑफ मैसूर,
तुमकुरलाहल्ली शाखा
ग्रामपंचायती समुदाय भवन
मल्कामूर तालुका, चित्रदुर्ग - 577535

172. मदलगेरी शाखा स्टेट बैंक ऑफ मैसूर,
मदलगेरी शाखा, ग्रामपंचायती समुदाय भवन
हरपनहल्ली तालुका,
जिला : दावणगेरे-583131

173. कडलेवालू स्टेट बैंक ऑफ मैसूर, कडलेवालू शाखा
नागरआज विलिंग, अंजनेय मंदिर के पास,
कडलवालू, हगरीबोम्मनहल्ली तालुक,
बेल्लारी जिला

174. गुंडुमुनुगू शाखा स्टेट बैंक ऑफ मैसूर, गुंडुमुनुगू शाखा
चिदानंद गौडा विलिंग, गुंडुमुनुगू,
कुडलगी तालुक, बेल्लारी जिला

175.	मकानडूकू शाखा	स्टेट बैंक ऑफ मैसूर, मकानडूकू शाखा ओंकार बिल्डिंग, मकानडूकू, कुड्लगी तालुक्का, बेल्लारी जिला
176.	थिम्मालपुरा शाखा	स्टेट बैंक ऑफ मैसूर, थिम्मालपुरा शाखा हुविनाहडगली तालुक, बेल्लारी जिला
177.	सुग्गेनहल्ली शाखा	स्टेट बैंक ऑफ मैसूर, सुग्गेनहल्ली शाखा, समुदाय भवन सुग्गेनहल्ली, होस्पेट तालुक, बेल्लारी जिला
178.	डीसी ऑफिस धारवाड	स्टेट बैंक ऑफ मैसूर, रूम नं. 01ए डीसी ऑफिस कंपाउंड, दावणगरे-हावेरी, हावेरी – 581110
179.	डिमहांस धारवाड शाखा	स्टेट बैंक ऑफ मैसूर, धारवाड इंस्टीचूट ऑफ मेंटल हैल्थ एंड न्यूरो साइंस, बेलगाम – 580008
180.	येडाजीगलेमने शाखा	स्टेट बैंक ऑफ मैसूर, पोस्ट: येडाजीगलेमने, सागर, शिमोगा
181.	कांबलीकोप्पा शाखा	स्टेट बैंक ऑफ मैसूर, पोस्ट: कांबलीकोप्पा, सागर, शिमोगा
182.	कमलापुर शाखा	स्टेट बैंक ऑफ मैसूर, प्रथम तल, श्री रेवनसिद्धेश्वर कॉम्प्लेक्स, बस स्टैंड के पास, कमलापुर रोड, कमलापुर, कमलापुर
183.	अरुड शाखा	स्टेट बैंक ऑफ मैसूर, प्लॉट नं. 4, शास्त्री गंज, एपीएमसी यार्ड के पास, अरुड
184.	डॉ. तेकुर सुब्रह्मण्यम रोड, बेल्लारी	स्टेट बैंक ऑफ मैसूर, डॉ. तेकुर सुब्रह्मण्यम रोड, बेल्लारी
185.	नेहरू कॉलोनी, बेल्लारी	स्टेट बैंक ऑफ मैसूर, नेहरू कॉलोनी शाखा, 43ए, टीएस नं. 7382, प्रथम मेन, नेहरू कॉलोनी, बेल्लारी – 583101
186.	लेवेर्गा शाखा	स्टेट बैंक ऑफ मैसूर, स्वर्ण विधान सैंथ, सी ब्लॉक, बसमत होलेतोरगल, बेलगाम

187. तक्कालगी शाखा स्टेट बैंक ऑफ मैसूर,
पीबी26, एसएस फ्रंट,
सिद्धेश्वर मंदिर के सामने,
बेलगाम – 591123

188. हेल्पेतोरगाल शाखा स्टेट बैंक ऑफ मैसूर,
c/o रामदुर्ग शाखा, जुनिपेठ,
रामदुर्ग, बेलगाम – 590023

189. यरगट्टी शाखा स्टेट बैंक ऑफ मैसूर,
श्री वेंकटेश कॉम्प्लेक्स,
बेलगाम – बागलकोट रोड,
येरगट्टी – 591129

190. सहायक महाप्रबंधक
स्टेट बैंक ऑफ हैदराबाद
क्षेत्रीय कार्यालय, प्रथम तल, 32 ए,
ब्रिंवोर्न रोड, केनिंग स्ट्रीट, कोलकाता
पिन कोड-700001
कोलकाता (जिला)-पश्चिम बंगाल(राज्य)

191. शाखा प्रबंधक
स्टेट बैंक ऑफ हैदराबाद
दादरी(गौतमबुद्धनगर)शाखा(21929)
न्यादरगंज, नजदीक नगरपालिका,
जीटी रोड, दादरी
पिन कोड-203207(फोन: 0120-2662150)
गौतमबुद्ध नगर(जिला)-उत्तर प्रदेश(राज्य)

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 14th March, 2017

S.O. 1295.—In pursuance of sub-rule(4) of rule 10 of the Official Languages (use for official purpose of the union) Rules, 1976, the Central Government, hereby notified the listed branches/offices of the following banks in the attached annexure, more than 80% of the staff whereof have acquired the working knowledge of Hindi.

Serial No.	Name of the Banks	Number of Branches/offices
1.	State Bank of Bikaner and Jaipur	133
2.	State Bank of Mysore	56
3.	State Bank of Hyderabad	02
	Total	191

[F.No.11016/1/2015-OL(Noti.)]

RAJIV KUMAR, Assistant Director(OL)

List of Branches/Offices to be notified under Rule 10(4) in the Gazette of Government of India

1. State Bank of Bikaner and Jaipur
Vidyadhar Nagar Branch (Branch code-10763)
1/38 Vidyadhar Nagar, Jaipur -302039
Rajasthan
2. State Bank of Bikaner and Jaipur
P.W.D Complex Branch (Branch Code- 10820)
Jacob Road , Jaipur-302006
Rajasthan
3. State Bank of Bikaner and Jaipur
Sikar Road Branch (Branch Code-11154)
Plot No-1, Shanti Ashiatic School
Suncity Township
Sikar Road, Jaipur – 302013
Rajasthan
4. State Bank of Bikaner and Jaipur
Brahampuri Branch (Branch Code-10761)
Sita Ram Bazar
Brahampuri ,Jaipur-302002
Rajasthan
5. State Bank of Bikaner and Jaipur
Central spine (Branch code-10861)
A-9 Ganesham Plaza
Didyadhar Nagar, Jaipur-302039, Rajasthan
6. State Bank of Bikaner and Jaipur
Rajdhani Krishi Upaj Mandi Branch (Branch code- 10978)
Rajdhani krishi upaj Mandi
Jaipur-302013, Rajasthan
7. State Bank Of Bikaner and Jaipur
Johari Bazar Branch (Branch Code- 10029)
Abobe Shop Number-245 to 248, Ist floor
Johari Bazar
Jaipur-302003, Rajasthan
8. State Bank of Bikaner and Jaipur
Branch : MITHODA
Address : Gram Panchayat Bhawan
Panchayat Samiti, Siwana
Post – Mithoda Distt. Barmer
Rajasthan PIN—344801
9. State Bank of Bikaner and Jaipur
Branch: LUNI
Address : Devasiyo Ki Gali,
Main Station Road
Post- Luni District-Jodhpur
PIN- 342802
10. State Bank of Bikaner and Jaipur
Branch : B.J.S COLONY, JODHPUR
Address : RTO Crossing Road, B.J.S. Colony
Jodhpur PIN -342006

11. State Bank of Bikaner and Jaipur
Branch : NEW BUS STAND ROAD, SANCHORE
Address : Godavari Complex
New Bus Stand Road, Post – Sanchore
Distt. – Jalore, Rajasthan PIN -343041
12. State Bank of Bikaner and Jaipur
Branch : BALARWA
Address : Jodhpur Tiwri Main Road
Bus Stand, Post – Balarwa
Tehsil – Osian, Distt. – Jodhpur
Rajasthan PIN – 342 306
13. State Bank of Bikaner and Jaipur
Branch : PATHMERA
Address : Shri Gopal Goverdhan Gaushala,
Anandvan , Pathmera Post – Hadetar
Tehsil – Sanchore
Distt. Jalore Rajasthan PIN - 343 041
14. State Bank of Bikaner and Jaipur
Branch : PHALODI K.U.M
Address : Opp. Krishi Upaj Mandi
Jodhpur Road
Phalodi Distt. Jodhpur
Rajasthan PIN - 342 301
15. State Bank of Bikaner and Jaipur
Branch : SARWADI
Address : Panchayat Samiti
Post – Sarwadi, Tehsil – Pachpadra
Distt. Barmer, Rajasthan PIN – 344 032
PIN -342041
16. State Bank of Bikaner and Jaipur
Branch : HANSLAV KI PAL, JODHPUR
Address : 682/12 Near Satelite Hospital
Hanslav Ki Pal, Nayapura
Distt. Jodhpur
Rajasthan PIN – 342026
17. State Bank of Bikaner and Jaipur
Branch : AIIMS BASNI, JODHPUR
Address : SHOP No 37
Basni Transport Nagar
Main Salawas Road
Distt. Jodhpur
Rajasthan PIN – 342005
18. State Bank of Bikaner and Jaipur
Branch : JODHPUR PRATAP NAGAR
Address : Om Satyam,
104 Pratap Nagar Extension
Near Tempo Stand, Pratap Nagar,
Jodhpur Distt. Jodhpur
Rajasthan PIN – 342004
19. State Bank of Bikaner and Jaipur
Branch : KUDI BAGATASNI
Address : 5-H-7, Kudi Housing Board

Jodhpur Distt. Jodhpur
Rajasthan PIN – 342005

20. State Bank of Bikaner and Jaipur
Branch : DANGIYAWAS
Address : Jaipur Highway, Near Petrol Pump
Hemanada Area, Dangiwas
Distt. Jodhpur
Rajasthan PIN – 342027

21. State Bank of Bikaner and Jaipur
Branch : MALWARA
Address : Sundha Mata Road
Malwara, Tehsil- Raniwara
Distt. Jalore
Rajasthan PIN – 343039

22. State Bank Of Bikaner and jaipur
DANPUR (Branch Code:-11173)
Address : GHORI TEJPUR CHOURAHA ,
RATLAM ROAD, Post: DANPUR
Distt: BAANSWADA -327001, Rajasthan

23. State Bank Of Bikaner and Jaipur
KHERODA (Branch Code:-11226)
Address :
BUS STAND ,BHINDER ROAD ,KHERODA
TEHSIL : VALLABHNAGAR
Distt: Udaipur -313601, Rajasthan

24. State Bank Of Bikaner and Jaipur
TRANSPORT NAGAR,UDAIPUR (Branch Code:-11263)
Address :
DC TAK COMPUND,ADARSH NAGAR,NH76
Pratap Nagar,Udaipur
Distt: Udaipur -313001

25. State Bank Of Bikaner and Jaipur
RAIPUR,BHILWARA (Branch Code:-11232)
Address :
HARIOM COMPLEX,GANGAPUR ROAD
RAIPUR
Distt: BHILWARA -313803

26. State Bank Of Bikaner and Jaipur
THIKARIYA (Branch Code:-11238)
Address :
SILVER PLAZA COMPLEX,
NEAR VEERANGANA TALKIES
DAHOD ROAD ,BANSWARA
Distt: BANSWARA -327001, Rajasthan

27. State Bank of Bikaner and jaipur
DELWARA (Branch Code:-11233)
Address :
MOTILAL KHATIKAN NIWAS
NEAR JODHPUR MISHTHAN,
BUS STAND,DELWARA
Distt: RAJSAMAND -313202, Rajasthan

28. State Bank of Bikaner and Jaipur
TITARDI (Branch Code:-11296)
Address :
TITARDI
Distt: Udaipur -313002, Rajasthan

29. State Bank of Bikaner and Jaipur
VELANGARI (Branch Code:-11314)
Address :
MAIN ROAD VELANGARI
Distt: SIROHI -307001, Rajasthan

30. State Bank of Bikaner and Jaipur
PIPLINAGAR (Branch Code:-11311)
Address :
PIPLINAGAR
TEHSIL : BHIM
Distt: RAJSAMAND -305921,
Rajasthan

31. STATE BANK OF BIKANER & JAIPUR
CHHABRA ROAD,NEAR GANESH KUNJ, (11177)
BAPAWAR KALAN, TEHSIL- SANGOD,
DIST- KOTA
STATE- RAJASTHAN
PIN : 325007

32. STATE BANK OF BIKANER & JAIPUR
NEAR BUS STAND, MANDANA (11186)
DIST- KOTA
STATE- RAJASTHAN
PIN : 325003

33. STATE BANK OF BIKANER & JAIPUR
114, FURNITURE MARKET,
SHOPING CENTRE, KOTA (11300)
DIST- KOTA
STATE- RAJASTHAN
PIN: 324 007

34. STATE BANK OF BIKANER & JAIPUR
OCF-4, VISHWAKARMA NAGAR, KOTA, (11301)
DIST- KOTA
STATE- RAJASTHAN
PIN : 324 010

35. STATE BANK OF BIKANER & JAIPUR
PLOT NO. 10, GAUTAM COLONY, (11394)
BORKHEDA KOTA, DIST- KOTA
STATE- RAJASTHAN
PIN : 324 001

36. State Bank of Bikaner & Jaipur
DGM Secretariat, CODE-10548
Zonal Office, Public Park, Bikaner
District – Bikaner
State – Rajasthan
Pincode – 334001

37. State Bank of Bikaner & Jaipur
AGM-I Secretariat, CODE-10548
Zonal Office, Public Park, Bikaner
District – Bikaner
State – Rajasthan
Pincode-334001

38. State Bank of Bikaner & Jaipur
AGM-II Secretariat, CODE-10548
Zonal Office, Public Park, Bikaner
District – Bikaner
State – Rajasthan
Pincode-334001

39. State Bank of Bikaner & Jaipur
RASMECCC Bikaner, CODE-10870
Binnani Building, Alakh Sagar Road, Bikaner
District – Bikaner
State – Rajasthan
Pincode-334001

40. State Bank of Bikaner & Jaipur
CCPC Bikaner, CODE-10644
Public Park, Bikaner
District – Bikaner
State-Rajasthan, Pincode-334001

41. State Bank of Bikaner & Jaipur
Currency Administration Cell (CAC) Bikaner, CODE-10548
Hospital Road Branch, Bikaner
District – Bikaner
State – Rajasthan
Pincode-334001

42. State Bank of Bikaner & Jaipur
RCPC SRI BIJEYNAGAR, CODE-11083
Opp. Dada Pampa Ram Dharmashala, Sri Ganganagar
District – Sri Ganganagar
State – Rajasthan
Pincode- 335704

43. State Bank of Bikaner & Jaipur
STATIONERY DEPOT, BIKANER, CODE-10834
Binnani Building, Alakh Sagar Road, Bikaner
District – Bikaner
State – Rajasthan, Pincode- 334001

44. State Bank of Bikaner & Jaipur
Branch - GODU, CODE-10610
Vill- Godu, PO- Bajju, Tehsil- Kolayat
District – Bikaner
State – Rajasthan, Pincode- 334305

45. State Bank of Bikaner & Jaipur
Branch – LALGARH (BIKANER) ,
CODE-10801 District – Bikaner
State – Rajasthan, Pincode- 334004

46. State Bank of Bikaner & Jaipur
Branch – GHoomchakkar,

SRI DUNGARGARH, CODE-11267
NH-11, Momasar Baas,
Near Ghoomchakkar, Sri Dungargarh
District – Bikaner
State – Rajasthan, Pincode- 331803

47. State Bank of Bikaner & Jaipur
Branch – RAISAR, CODE-11316
PO- Naurangdesar,
Nr Marudhar Engineering College,
NH-11, Jaipur Rd.
District – Bikaner, State – Rajasthan
Pincode- 334001

48. State Bank of Bikaner & Jaipur
Branch – RD 465 DAMOLAI, CODE-11346
PO- Raner, Bikaner
District – Bikaner
State – Rajasthan, Pincode- 334021

49. State Bank of Bikaner & Jaipur
Branch – TILAK NAGAR, CODE-11404
Near Subhash Petrol Pump,
Jaipur Road, Bikaner
District – Bikaner
State – Rajasthan
Pin code- 334022

50. State Bank of Bikaner & Jaipur
Branch – BIKANER CITY, CODE-10164
Bhujiya Bajar, Bikaner
District – Bikaner
State – Rajasthan
Pincode- 334005

51. State Bank of Bikaner & Jaipur
Branch – JHAJHU, CODE-10519
Tehsil- Kolayat
District – Bikaner
State – Rajasthan
Pincode- 334302

52. State Bank of Bikaner & Jaipur
Branch – SOORPURA, CODE-10606
Tehsil- Nokha
District – Bikaner
State – Rajasthan
Pincode- 334801

53. State Bank of Bikaner & Jaipur
Branch – JANGLOO, CODE-10608
Tehsil- Nokha
District – Bikaner
State – Rajasthan, Pincode- 334803

54. State Bank of Bikaner & Jaipur
Branch – BHAMATSAR, CODE-10609
Near Shiv Mandir, Tehsil- Nokha
District – Bikaner

State – Rajasthan
Pincode– 334801

55. State Bank of Bikaner & Jaipur
Branch – DHARNOKE, CODE-10617
Via Panchoo, Tehsil- Nokha
District – Bikaner
State – Rajasthan
Pincode– 334804

56. State Bank of Bikaner & Jaipur
Branch – DHINGSARI, CODE-10618
Tehsil- Nokha
District – Bikaner
State – Rajasthan, Pincode– 334804

57. State Bank of Bikaner & Jaipur
Branch – RAMSAR, CODE-11021
Tehsil- Bikaner
District – Bikaner
State – Rajasthan
Pincode– 334201

58. State Bank of Bikaner & Jaipur
Branch – SINTHAL, CODE-11047
Near Karni Mata Mandir, Sinthal,
Via Napasar, District – Bikaner
State – Rajasthan, Pincode– 334202

59. State Bank of Bikaner & Jaipur
Branch – KANTA KHATURIA COLONY,
CODE-11048 A-35, Kanta Khaturia Colony, Bikaner
District – Bikaner
State – Rajasthan
Pincode– 334003

60. State Bank of Bikaner & Jaipur
Branch – RODA, CODE-11068
Via Nokha
District – Bikaner
State – Rajasthan
Pincode– 334803

61. State Bank of Bikaner & Jaipur
Branch – AKKASAR, CODE-11112
Tehsil- Bikaner
District – Bikaner
State – Rajasthan
Pincode– 334001

62. State Bank of Bikaner & Jaipur
Branch – JAWAHAR NAGAR, CODE-11143
A-6, Opp. Doodi Petrol Pump,
Jawahar Nagar, Gajner Road, Bikaner
District – Bikaner
State – Rajasthan
Pincode– 334005

63. State Bank of Bikaner & Jaipur
Branch – GANGA SHAHAR, CODE-11268

Plot No.2, Mahabalipuram Colony,
 Nr. Bus Stand, Nokha Rd, Ganga Sahar
 District – Bikaner, State – Rajasthan, Pincode– 334403

64. State Bank of Bikaner & Jaipur
 Branch – KUCHOR AGUNI, CODE-11310
 Tehsil- Nokha
 District – Bikaner
 State – Rajasthan
 Pincode– 334202

65. State Bank of Bikaner & Jaipur
 Branch – KHINDASDAR, CODE-11408
 Panchayat Bhawan Khindasar, Tehsil- Kolyat
 District – Bikaner
 State – Rajasthan
 Pincode –334302

66. State Bank of Bikaner & Jaipur
 Branch – AGRASEN CHOWK,
 SRI GANGANAGAR, CODE-11169
 6Q, Jawahar Nagar, Agrasen Chowk
 District – Sri Ganganagar
 State – Rajasthan
 Pincode –335001

67. State Bank of Bikaner & Jaipur
 Branch – BANWALI (4 BNW) , CODE-11034
 Bus Stand, Banwali (4 BNW), Tehsil- Sadulshahar
 District – Sri Ganganagar
 State – Rajasthan
 Pincode – 335062

68. State Bank of Bikaner & Jaipur
 Branch – CHUNAWAD, CODE-10980
 Tehsil- Sri Ganganagar
 District – Sri Ganganagar
 State – Rajasthan, Pincode – 335022

69. State Bank of Bikaner & Jaipur
 Branch – GURUSAR MODIA (26 MOD) , CODE-11070
 Shah Satnam Ji General Hospital, Gurusar Modia
 District – Sri Ganganagar
 State – Rajasthan
 Pincode – 335802

70. State Bank of Bikaner & Jaipur
 Branch – NEW DHAN MANDI, PADAMPUR, CODE-11168
 KUM Premises, Padampur
 District – Sri Ganganagar
 State – Rajasthan
 Pincode –335041

71. State Bank of Bikaner & Jaipur
 Branch – NEW DHAN MANDI,
 SRI KARANPUR, CODE-11111
 Near Gurudwara Nanak Saheb,
 Sri Ganganagar Road, Sri Karanpur
 District – Sri Ganganagar
 State – Rajasthan

Pincode –335073

72. State Bank of Bikaner & Jaipur
 Branch – PUBLIC PARK,
 SRI GANGANAGAR, CODE-10144
 28A, Public Park, Sri Ganganagar
 District – Sri Ganganagar
 State – Rajasthan
 Pincode –335001

73. State Bank of Bikaner & Jaipur
 Branch – UDHAM SINGH CHOWK,
 SRI GANGANAGAR, CODE-10986
 Near Bus Stand, Sri Ganganagar
 District – Sri Ganganagar,
 State – Rajasthan, Pincode –335001

74. State Bank of Bikaner & Jaipur
 Branch – 19 Z, SRI GANGANAGAR, CODE-11110
 VPO- 19 Z, Tehsil- Sri Ganganagar
 District – Sri Ganganagar
 State – Rajasthan
 Pincode –335038

75. State Bank of Bikaner & Jaipur
 Branch – NEW DHAN MANDI,
 RAISINGHNAGAR, CODE-11269
 B-2, Opp. New Dhan Mandi,
 Anoopgarh Road, Raisinghnagar
 District – Sri Ganganagar
 State – Rajasthan
 Pincode –335051

76. State Bank of Bikaner & Jaipur
 Branch – KIKARWALI, CODE-11251
 Gram Panchayat Bhawan, Kikarwali,
 Tehsil- Raisinghnagar
 District – Sri Ganganagar
 State – Rajasthan, Pincode – 335051

77. State Bank of Bikaner & Jaipur
 Branch – MORJAND KHARI, CODE-11286
 Near Bus Stand, Morjand Khari, Sadul Shahar
 District – Sri Ganganagar
 State – Rajasthan, Pincode –335037

78. State Bank of Bikaner & Jaipur
 Branch – RAWALA MANDI,
 SRI GANGANAGAR, CODE-11393
 Shop No. 36, Dhan Mandi,
 Rawala Mandi, Tehsil- Gharsana
 District – Sri Ganganagar
 State – Rajasthan, Pincode –335707

79. State Bank of Bikaner & Jaipur
 Branch – MURTI CHOWK, BHADRA, CODE-11252
 District – Hanumangarh
 State – Rajasthan, Pincode – 335501

80. State Bank of Bikaner & Jaipur
Branch – KISHANPURA,
DIKHADA, CODE-11253
Rajiv Gandhi Sewa Kendra,
Kishanpura, Dikhada
District – Hanumangarh
State – Rajasthan, Pincode –334302

81. State Bank of Bikaner & Jaipur
Branch – BHIRANI, CODE-11256
Near Police Station, Bhirani, Tehsil- Bhadra
District – Hanumangarh
State – Rajasthan
Pincode – 335503

82. State Bank of Bikaner & Jaipur
Branch – BASHIR, HANUMANGARH, CODE-11264
Tehsil- Tibbi
District – Hanumangarh
State – Rajasthan
Pincode – 335063

83. State Bank of Bikaner & Jaipur
Branch – SECTOR-5, NOHAR, CODE-11270
Sector No. 5, Opp. Mahendra Tractor Agency, Nohar
District – Hanumangarh
State – Rajasthan
Pincode – 335523

84. State Bank of Bikaner & Jaipur
Branch – BANK ROAD,
PILIBANGA, CODE-11271
Shop No. 15, 16, 17, Bank Road,
Valmiki Chowk, Pilibanga
District – Hanumangarh
State – Rajasthan
Pincode – 335803

85. State Bank of Bikaner & Jaipur
Branch – AIR FORCE STATION,
SURATGARH, CODE-10813
Suratgarh Air Force Station
District – Sri Ganganagar
State – Rajasthan
Pincode – 335804

86. State Bank of Bikaner & Jaipur
Branch – STPS, RAYANWALI, CODE-10817
Tehsil- Suratgarh
District – Sri Ganganagar
State – Rajasthan
Pincode – 335804

87. State Bank of Bikaner & Jaipur
Branch – RATANPURA,
HANUMANGARH, CODE-11372
VPO- Ratanpura, Tehsil- Nohar
District – Hanumangarh
State – Rajasthan
Pincode – 335523

88. State Bank of Bikaner & Jaipur
Branch – 12 DPN, GOGAMERI, CODE-11373
VPO- 12 DPN (Gogameri), Tehsil- Nohar
District – Hanumangarh
State – Rajasthan, Pincode – 335504

89. State Bank of Bikaner and Jaipur
Saguna Mor, Code- 11242
Chandra Complex, Plot No. -102,
Danapur, Patna, Bihar -801 503

90. State Bank of Bikaner and Jaipur
Dehri On Sone, Code 11164
Plot No. -906, Station Road
Near Mohan Bigha lane, Post Dalmianagar
Bihar -821 305

91. State Bank of Bikaner and Jaipur
Sector -49 (Village-Barola) ,Code 11 218
Main Dadri Road, village-Barola
Sector-49, Noida, District-Gautam Budh Nagar
UP -201 310

92. State Bank of Bikaner and Jaipur
Sakchi, Jamshedpur, Code 11 213
Plot No. -480, -22 line number
Adarsh Abdul Rahim Complex,
First floor, Kashidih
Sakchi, Jamshedpur, Jharkhand -831 001

93. State Bank of Bikaner and Jaipur
Kantatoli, Ranchi, Code 11 178
Plot No. -280, Nile Mall
Old Hazaribagh Road, Kantatoli,
Ranchi, Jharkhand -834 001

94. State Bank of Bikaner and Jaipur
Sahnewal, Code 11 243
Ward No. 11, Dahlon Road
Near Guru Gobind Singh Gate (Sahnewal Chowk)
Post-Sahnewal, District- Ludhiana
Punjab -141 120

95. State Bank of Bikaner and Jaipur
Kharar, Code 112 57
In front of Water Tank, Chandigarh Road
Post Kharar, District-Mohali
Punjab -140 301

96. State Bank of Bikaner and Jaipur
Greater Noida, Code-11 273
Om Tower, B-5, Sector Alpha -1
Greater Noida, District -Gautam Budh Nagar
UP -201301

97. State Bank of Bikaner and Jaipur
Sitamarhi, Code-11 141
Shila Mension, Dumra Road, Rayopatty
Sahu Chowk, Sitamari,
Bihar -843 302

98. State Bank of Bikaner and Jaipur
Surar, Nabinagar block, Code-11 225
In front of NTPC, Post - Pirouta
Nabinagar, Aurangabad
Bihar -824 303

99. State Bank of Bikaner and Jaipur
Gurgaon, Sector -5, Code-11 280
Shitala Mata Road, Main Road,
Sector-5, Gurgaon, Haryana – 122001

100. State Bank of Bikaner and Jaipur
Rajouri Garden, Code-11 277
J -13 / 57, Main Road, Rajouri Garden;
New Delhi - 110 027

101. State Bank of Bikaner and Jaipur
Gujranwala Town, Code-11 284
A-330, Deraval Nagar, New Delhi -110 009

102. State Bank of Bikaner and Jaipur
Sector 16 (A), Faridabad, Code 11 250
SCF -35 and 36, Huda Market,
Part -, Sector 16 (A), Faridabad, Haryana

103. State Bank of Bikaner and Jaipur
Sector-49, Noida, Code 11 218
Important Dadri Road, Village - Barola,
Sector-49,
Noida District Gautam Buddha Nagar-201301

104. State Bank of Bikaner and Jaipur
Pitampura, Code-11 358
7, Deepali Enclave, Pitampura, New Delhi-110034

105. State Bank of Bikaner and Jaipur
Sector 49- A, Code-11 285
Booth Number-7, Sector 49- A, Chandigarh-160047

106. State Bank of Bikaner and Jaipur
Jind, Code-11 279
SCF -32, Near Jaat Hospital,
Jind, Haryana-126102

107. State Bank of Bikaner and Jaipur
Bhiwani, Code-11 278
Balaji Complex, Near Old bus Stand (IN Gate)
Circular Road, Bhiwani, Haryana-127021

108. State Bank of Bikaner and Jaipur
Sirsa, Code-11 283
In front of Malagar Singh Petrol pump ,
Bengu Road, Sirsa, Haryana-125055

109. State Bank of Bikaner and Jaipur
Palawal, Code-11 261
Gupta Plaza, Near Rasulpur chowk,
Bypass, Main Road, Palwal, Haryana-121102

110. State Bank of Bikaner and Jaipur
Shimla,Code-11 438
Parvati Complex, Panthaghati, NH-22
Bypass Road, Shimla, Himachal Pradesh 171 009

111. State Bank of Bikaner and Jaipur
Salt Lake Sector-1, Kolkata,Code-11 410
CF - 364, Salt Lake Sector-1, Kolkata - 700 064

112. State Bank of Bikaner and Jaipur
Thakurpukur,Code-11411
192, Diamond Harbor Road, First Floor, Thakurpukur
Near Bharat Gas Booking Office , West Bengal
Kolkata - 700 063

113. State Bank of Bikaner and Jaipur
Chandrashekhpur,Code-11 413
Plot Number -306/1710/4017
Patia Sikharchandi Chack,Near Big Bazar,
Bhubaneswar-751024

114. State Bank of Bikaner and Jaipur
Regional Office- 2, Lucknow,Code-11194
Shop No. 6, 7, LDA Commercial Complex
Kapurthala Bagh, Aliganj, Lucknow -226 020

115. State Bank of Bikaner and Jaipur
Regional office- 5, Kolkata,Code-11320
First Floor, N.S.Road, Kolkata -700 001

116. State Bank of Bikaner and Jaipur
RASSMECC Delhi,Code-10876
Fourth Floor, Ahimsa Bhawan
New Rajinder Nagar, Shankar Road,
New Delhi -110 060

117. State Bank of Bikaner and Jaipur
CCPC Kolkata,Code-10648
First Floor, N.S.Road, West Bengal
Kolkata -700 001

118. State Bank of Bikaner and Jaipur
Stationery Depot Delhi,Code-10838
Y C, 1/3, Loha Mandi,
Naraina Industrial Estate,
Phase II, New Delhi -110 028

119. State Bank of Bikaner and Jaipur
Gurgaon, Sector -49,Code-11318
Eros Shop No. 90, 91, City Square
Sector-49, Gurgaon -122 018

120. State Bank of Bikaner and Jaipur
Malviya Nagar,Code-11 342
D - 81, Main Market,
Malviya Nagar, Delhi -110 017

121. State Bank of Bikaner and Jaipur
Vaishali,Code-11419

Plot-26, Surya Tower Kanishka,
Sector 4, Vaishali

122. State Bank of Bikaner and Jaipur
Sikandra Bodla, Agra, Code-11445
Plot No. -04, Sector -05,
Awas Vikas Colony, sikandara Bodla Road,
Agra, Uttar Pradesh -282 007

123. State Bank of Bikaner and Jaipur
Sitapur, Code-11 359
Iqbal Plaza, Buttsganj,
Near GIC crossing, GT Road,
Sitapur -261 001

124. State Bank of Bikaner and Jaipur
PC Colony, Kankrabag, Code-11324
G -122, PC Colony, Post - Lohia Nagar,
Kankrabag, Patna -800 020

125. State Bank of Bikaner and Jaipur
Chandragdh Nabinagar, Code-11406
Village and Post Chandragdh, Thana- Nabinagar
Panchayt- Chandragdh, Aurangabad -824 301

126. State Bank of Bikaner and Jaipur
Bhagalpur Main Branch, Code-11414
Jaiswal Tower, RBSS Road,
Bhikhanpur, Gumati No. 3, Bhagalpur- 812 001

127. State Bank of Bikaner and Jaipur
Cool Road, Jalandhar, Code-11172
75, Gurjepal Nagar,
Cool Road, Jalandhar -144 001

128. State Bank of Bikaner and Jaipur
Mullapur Garibdas, Mohali, Code-11322
Main Road, Mullapur Garib das,
District – Mohali, Punjab -140 901

129. State Bank of Bikaner and Jaipur
Narnaul, Code-11335
Near MG Motors,
Kailash Nagar, Narnaul, District Mahendragarh,
Haryana -123 001

130. State Bank of Bikaner and Jaipur
Kaithal, Code-11384
Kurukshetra Road, Kaithal,
Haryana -136 027

131. State Bank of Bikaner and Jaipur
Bawal, Code-11440
Near Bawal Auto fuel, Rewari Road,
Bawal, Haryana -123 501

132. State Bank of Bikaner and Jaipur
Balasore, Code-11412
FM Golai, Bhashkarganj,
Balasore, Odisha -756 001

133.	State Bank of Bikaner and Jaipur Rathatala, Kolkata, Code-11433 271 A, NSC Bose Road, Near Garia Metro Station, Kolkata -700 047
134. VENUR	STATE BANK OF MYSORE, VENUR BRANCH, GARDEN VIEW COMPLEX BUS STAND VENUR BELTHANGADY TALUK 574242
135. SUBRAMANYA	STATE BANK OF MYSORE, SUBRAMANYA BRANCH, SRINIKETANA BUILDING CAR STREET SUBRAMANYA, SULLIA SUBRAMANYA 574238
136. VITTAL	STATE BANK OF MYSORE, VITTAL BRANCH, 2-387(24), REEHA & PARKLINE COMPLEX OPP: JAIN BASADI VITTAL 574243
137. KADABA	STATE BANK OF MYSORE, KADABA BRANCH, Shalom Towers Main Road Kadaba-574221
138. SPECIALISED NRI BRANCH MANGALORE	STATE BANK OF MYSORE, SPECIALISED NRI BRANCH MANGALORE, 2-12/6, Hill Grove, Chilimbi Kuloor-Ferry Road First Floor Mangalore 575006
139. JAYAPURA	STATE BANK OF MYSORE, JAYAPURA BRANCH, VENKATNAG COMPLEX MAIN ROAD, JAYAPURA KOPPA TALUK 577123
140. MELKAR	STATE BANK OF MYSORE, MELKAR BRANCH, GANGA PUSHPA ARCADE MELKAR PANE MANGALORE POST, BANTWAL 574231
141. NARIMOGARU	STATE BANK OF MYSORE, NARIMOGARU BRANCH, S A COMPLEX, PURUSHARAKATTE NARIMOGARU VILLAGE & POST PUTTUR TQ PUTTUR 574202
142. IVARANADU	STATE BANK OF MYSORE, IVARNADU BRANCH GRAMA PANCHAYATH SEVA KENDRA BUILDING IVARNADU, SULLIA TALUK. 574239

143. HOUSING BOARD COLONY STATE BANK OF MYSORE,
HOUSING BOARD COLONY BRANCH,
A.I.T College Road
Jyothi Nagar Chikmagalur Chikmagalur 577102

144. M.G.ROAD MANGALORE STATE BANK OF MYSORE,
M.G.ROAD BRANCH,
DIVYA ENCLAVE
OPP:CANARA COLLEGE
M G ROAD, MANGALORE 575003

145. MARKET ROAD CHICKMAGALUR STATE BANK OF MYSORE,
MARKET ROAD CHICKMAGALUR
BRANCH 08262-23937300
CHIKMAGALUR 577101

146. MALLANDUR ROAD CHICKMAGALUR STATE BANK OF MYSORE,
MALLANDUR ROAD BRANCH,
RAJESHWAR COMPLEX
MALLANDUR ROAD CHIKMAGALUR 577101

147. NILUVAGILU STATE BANK OF MYSORE,
NILUVAGILU BRANCH,
Shri Lakshmi Complex Niluvagilu (V&P)
Koppa Taluk, Chikmagalur District 577120

148. KALASA BRANCH STATE BANK OF MYSORE,
KALASA BRANCH,
1ST FLOOR KAMATH TOWERS
MAIN ROAD KALASA MUDIGERE
TALUK KALASA 577124

149. SATHYAMANGALA STATE BANK OF MYSORE,
SATHYAMANGALA BRANCH
NEAR VINAYAKA SAMUDHAYA BHAVANA
GOWRIKOPPALU HASSAN 573202

150. BELAVADI STATE BANK OF MYSORE,
BELAVADI BRANCH,
Khata No.529, Belavadi
Village & Post Doddamagge Hobli,
Arkalgud Taluk, Hassan
District Hassan 573113

151. HALEBEEDU STATE BANK OF MYSORE,
HALEBEEDU BRANCH,
Khatha No 42/1 Rajanasiriyur Road
Halebeedu Belur Taluk Hassan
Dist HALEBEEDU 573121

152. DUDDA STATE BANK OF MYSORE,
DUDDA BRANCH,
SAMPIGE ROAD DUDDA 573118

153. HEBBALE	STATE BANK OF MYSORE, HEBBALE BRANCH, GRAMAPANCHYATH BUILDING HEBBALE VILLAGE AND POST HEBBALE 573102
154. ARALIKATTE	STATE BANK OF MYSORE, ARALIKATTE BRANCH, COOL WELL TOWERS OPPOSITE DOUBLE TANK SALGAME ROAD, HASSAN HASSAN 573201
155. NEHRU NAGAR	STATE BANK OF MYSORE, NEHRU NAGAR BRANCH, LAKSMI TOWERS CHICKMAGALUR-HASSAN MAIN ROAD NEHRU NAGAR BELUR 573115
156. MINI VIDHANA SOUDDHA ARASIKERE	STATE BANK OF MYSORE, MINI VIDHANA SOUDHA BRANCH, KALPATARU COMPLEX NEAR MINIVIDHANASIUDHA B H ROAD ARASIKERE 573103
157. MARKET BRANCH CHANNARAYAPA TNA	STATE BANK OF MYSORE, MARKET BRANCH, AGRHAR BEEDI, CHANDRASHEKAR BUILDING K R CIRCLE CHANNARAYAPATNA HASSAN 573116
158. KUNDUR	STATE BANK OF MYSORE, KUNDUR BRANCH, KHATHA NO 354 KUNDUR VILLAGE AND POST DANDIGANAHALLY HOBLI CHANNARAYAPATNA TQ HASSAN DIST 573111
159. FORT ARKALGUD	STATE BANK OF MYSORE, FORT ARKALGUD BRANCH MALLIPATNA ROAD ARKALGUD 573102
160. BHATKAL	STATE BANK OF MYSORE, BHATKAL BRANCH, III/1443/1F, 1st FLOOR NAIK CHANDRU CHAMBERS THE NEW ENGLISH SCHOOL ROAD BHATKAL 581320
161. BAILUR	STATE BANK OF MYSORE, BAILUR BRANCH, Near Dr Aroors Nursing Home Main Road Bailur 574102
162. THEKKATTE	STATE BANK OF MYSORE, THEKKATTE BRANCH, PREMA BHAT COMPLEX NH-66, THEKKATE KUNDAPUR TALUK 576231
163. MANKI	STATE BANK OF MYSORE MANKI BRANCH, 1st FLOOR MANKI NURSING HOME BANASALE, MANKI 581348

164. BANAVASI ROAD STATE BANK OF MYSORE,
BANAVASI BRANCH,
NEAR MARIKAMBA TEMPLE
NETRAVATI COMPLEX
BANAVASI ROAD SIRSI 581401

165. GOKARNA STATE BANK OF MYSORE,
GOKARNA BRANCH,
DOOR NO 446
SHRI GURU RAGHAVENDRA COMPLEX
TARAMAKKI ROAD GOKARNA 581326

166. SHIRIYARA STATE BANK OF MYSORE,
SHIRIYARA BRANCH, B N 4-59/B,
FIRST FLOOR, KALMARGI
AT/PT : SHIRIYARA - 576210
TALUK & DIST : UDUPI
SHIRIYARA 576210

167. KOTESHWARA STATE BANK OF MYSORE,
KOTESHWARA BRANCH,
LAXMIDEVI COMPLEX,
OPP SRI PATTABI RAMACHANDRA
TEM MARUTI VANA ROAD,
KOTESHWARA KUNDAPUR
KOTESHWARA 576222

168. MANIPAL STATE BANK OF MYSORE,
MANIPAL BRANCH,
VAISHNAVI RESIDENCY
FIRST FLOOR MANIPAL- PARKALA ROAD,
ESHWARA NAGARA MANIPAL MANIPAL 576104

169. NANNIWALA STATE BANK OF MYSORE,
NANNIWALA BRANCH
GRAMPANCHAYATI SAMUDAY BHAVAN
NANNIWALA, CHALLAKERA-577522,
CHITRADURG

170. HALIVANA STATE BANK OF MYSORE,
HALIVANA BRANCH
RAJIV GANDHI SEVA KENDRA,
GRAMPANCHAYATI HALIWANA,
HARIHAR TALUK
DAVANAGERE-577530

171. TUMKURLAHALLI STATE BANK OF MYSORE,
BRANCH TUMKURLAHALLI BRANCH
GRAMPANCHAYATI SAMUDAY BHAVAN
MALKAMORU TALUK, CHITRADURGA-577535

172. MADALAGERI STATE BANK OF MYSORE,
MADALAGERI
GRAMPANCHAYATI SAMUDAY BHAVAN,
MADALGERI, HARPANHALLI TALUK,
DIST. DAVANAGERE-583131

173.	KADLEBALU BRANCH	STATE BANK OF MYSORE, KADLEBALU BRANCH NAGARAJ BUILDING, NEAR ANJENEYA TEMPLE, KADLEGALU, HAGARIBOMMANAHALLI TALUK, BELLARY DISTRICT.
174.	GUNDUMUNUGU BRANCH	STATE BANK OF MYSORE, GUNDUMUNUGUBRANCH CHIDANANDGOUDA BUILDING GUNDUMUNUGU, KUDLIGI TALUK, BELLARY DISTRICT.
175.	MAKANADUKU BRANCH	STATE BANK OF MYSORE, MAKANADUKU, BRANCH, OMKARI BUILDING, MAKANADUKU, KUDLIGI TALUK, BELLARY DISTRICT
176.	THIMMALAPURA BRANCH	STATE BANK OF MYSORE, THIMMALAPURA BRANCH, HUVINAHADAGALI TALUK, BELLARY DISTRICT.
177.	SUGGANAHALLI BRANCH	STATE BANK OF MYSORE, SUGGANAHALLI BRANCH SAMUDAYA BHAVANA, SUGGENAHALLI, BELLARY DISTRICT.
178.	D C OFFICE COMPLEX, HAVERI	STATE BANK OF MYSORE Room no. 01, D C OFFICE COMPOUND, DEVAGIRI – HAVERI, HAVERI – 581110
179.	DIMHANS DHARWAD	STATE BANK OF MYSORE DHARWAD INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCE, BELGAUM ROAD, DHARWAD – 580008
180.	YEDAJIGALEMANE	STATE BANK OF MYSORE POST: YEDAJIGALEMANE SAGAR, SHIMOGA
181.	KAMBALIKOPPA	STATE BANK OF MYSORE POST: KAMBALIKOPPA, SHIMOGA
182.	KAMALAPUR	STATE BANK OF MYSORE FIRST FLOOR, SRI REVANASIDDESHWAR COMPLEX, NEAR BUS STAND KAMALAPUR ROAD, KAMALAPUR,
183.	AURAD	STATE BANK OF MYSORE PLOT NO.4, SHASTRI GUNJ, NEAR APMC YARD, AURAD

184. DR. TEKUR STATE BANK OF MYSORE
SUBRHAMANYAM DR. TEKUR SUBRHAMANYAM ROAD,
ROAD, BELLARY BELLARY

185. NEHRU COLONY STATE BANK OF MYSORE
BELLARY NEHRU COLONY BRANCH, 43A,
TS NO. 7382, 1ST MAIN,
NEHRU COLONY, BELLARY – 583101,
BELLARY

186. LEBERGA STATE BANK OF MYSORE
SWARN VIDHAN SAUNDH,
C BLOCK BASMAT HOLLETORGAL

187. TAKKALAKI STATE BANK OF MYSORE
PB26, SS FRONT,
OPPOSITE SIDDHESHWAR TEMPLE,
BELGAUM 591123

188. HELLETORGAL STATE BANK OF MYSORE
C/O RAMDURG BRANCH,
JUNIPETH, RAMDURG,
BELGAUM – 591123

189. YARGATTI STATE BANK OF MYSORE
BRANCH SHRI VENKATESH COMPLEX,
BELGAUM BAGALKOT ROAD,
YERGATTI – 591129

190 The Assit General Manager,
STATE BANK OF HYDERABAD
REGION-III-FIRST FLOOR,
32 A, BRABOURNE ROAD,
CANNING STREET,KOLKATA,
Pin code-700001
Phone: 033- 22350647
KOLKATA(DIST)-WEST BENGAL(STATE)

191 The Asst General Manager,
STATE BANK OF HYDERABAD
DADRI(GB-NAGAR) BRANCH (21929)
NYADERGUNJ, NEAR NAGARPALIKA
GT ROAD,DADRI
Pin code- 203207
Phone: 0120- 2662150

नई दिल्ली, 14 मार्च, 2017

का.आ. 1296.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में संलग्न अनुबंध में उल्लिखित निम्नलिखित बैंकों की सूचीबद्ध शाखाओं/कार्यालयों को, जिनके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

क्र.सं.	बैंक का नाम	शाखाओं की संख्या
1.	यूनियन बैंक ऑफ इंडिया	70
2.	कापोरिशन बैंक	17
3.	इंडियन बैंक	31
	कुल	118

[फा सं. 11016/1/2015-हि. (अधि.)]

राजीव कुमार, सहायक निदेशक (रा.भा.)

राजभाषा नियम 1976 के नियम 10(4) के अंतर्गत अधिसूचित किए जाने वाले कार्यालयों / शाखाओं की सूची**क्षेत्रीय कार्यालय, कानपुर**

1 यूनियन बैंक ऑफ इंडिया,
तिलहर शाखा
उमरपुर ब्लॉक रोड,
तिलहर जिला
शाहजहाँपुर, उत्तर प्रदेश 242307

2 यूनियन बैंक ऑफ इंडिया,
पोवायां शाखा
दलजीत एंड कंपनी
पेट्रोल पंप के पास
शाहजहाँपुर, उत्तर प्रदेश

3 यूनियन बैंक ऑफ इंडिया,
रसुलाबाद शाखा
सुभाष नगर, जिंकर रोड
जिला कानपुर देहात 209306

4 यूनियन बैंक ऑफ इंडिया
हिरन नगर शाखा
317 हिरन नगर
उन्नाव

क्षेत्रीय कार्यालय, उदयपुर

5 यूनियन बैंक ऑफ इंडिया
विज्ञान नगर शाखा
प्रिंस प्लाजा
झालावाड रोड, विज्ञान नगर
जिला कोटा,
राजस्थान 324005

6 यूनियन बैंक ऑफ इंडिया
शोभागपुरा शाखा
एम पी एंकलावे सरकारी स्कूल के सामने
100 फिट रोड, शोभागपुरा सर्कल
उदयपुर (राजस्थान) 313001

7 यूनियन बैंक ऑफ इंडिया
सवीना खेडा शाखा
प्लॉट नं 237,
सेक्टर 9 हिरण मंगरी
सवीना मुख्य मार्ग, उदयपुर
राजस्थान 313001

8 यूनियन बैंक ऑफ इंडिया,
शाखा कुड़ी भतासनी – जोधपुर
दुकान नं 15
सीरवी हॉस्टल के सामने
कुड़ी भगतासनी मुख्यन सड़क,
जिला जोधपुर, राजस्थान 342005

9 यूनियन बैंक ऑफ इंडिया,
शाखा बारां रोड, कोटा
डी-25, शिव टावर,
सुखधान कॉलोनी
अस्सी फिट रोड,
पुलिस लाइन्स के पास
बारां रोड, जिला कोटा,
राजस्थान 324001

10 यूनियन बैंक ऑफ इंडिया,
शाखा खेरवाडा छावनी
मूल मणि भवन, रानी रोड
बड़ला, पोस्ट खेरवाडा
जिला उदयपुर, राजस्थान 313803

11 यूनियन बैंक ऑफ इंडिया,
शाखा करवाड़
निफ्ट नवीन परिसर,
नागौर रोड, ग्राम करवाड़
जिला जोधपुर,
राजस्थान 342037

क्षेत्रीय कार्यालय, दिल्ली (उत्तर)

12 यूनियन बैंक ऑफ इंडिया
बल्लभगढ़ शाखा (मेट्रो शाखा)
सी 489, चावला कॉलोनी
बल्लभगढ़, फरीदाबाद
हरियाणा, पिन 121004

13 यूनियन बैंक ऑफ इंडिया
फरीदाबाद सेक्टर 28 शाखा (मेट्रो शाखा)
एस सी एफ 105 हुदा मार्केट
सेक्टर 28, फरीदाबाद
हरियाणा 121002

क्षेत्रीय कार्यालय, गाजीपुर

14 यूनियन बैंक ऑफ इंडिया
अदिलाबाद शाखा
ग्राम अदिलाबाद
तहसील मोहम्मदाबाद
जिला गाजीपुर यू.पी.233228

15 यूनियन बैंक ऑफ इंडिया
भरौली अला शाखा
ग्राम लत्थुडीह
पोस्ट ऑफिस लत्थुडीह
जिला गाजीपुर, यू.पी 233228

16 यूनियन बैंक ऑफ इंडिया
बद्धहोपुर शाखा
ग्राम बद्धहोपुर
पोस्ट विरणों
जिला गाजीपुर, यू.पी 233300

क्षेत्रीय कार्यालय, आजमगढ़

17 यूनियन बैंक ऑफ इंडिया
इल्लिफातगंज बाजार
ग्राम +पोस्ट इल्लिफातगंज
तहसील टांडा
अंबेडकर नगर, उत्तर प्रदेश,
पिन 224145

18 यूनियन बैंक ऑफ इंडिया
बल्लीपुर शाखा
ग्राम + पोस्ट बरियावान बाजार,
बसखारी अकबरपुर रोड
तहसील अकबरपुर
अंबेडकर नगर, उत्तर प्रदेश,
पिन 224210

19 यूनियन बैंक ऑफ इंडिया
मीरानपुर शाखा
ग्राम + पोस्ट मिरानपुर
तहसील अकबरपुर
अंबेडकर नगर, उत्तर प्रदेश,
पिन 22412

क्षेत्रीय कार्यालय, करनाल

20 यूनियन बैंक ऑफ इंडिया,
गन्नौर, सोनीपत शाखा
शॉप नं 512, वार्ड नं 3, नमस्ते चौक
मुख्य रेल्वे रोड,
न्यू अनाज मंडी के पास
गन्नौर, सोनीपत 131101

21 यूनियन बैंक ऑफ इंडिया
पुंडरी कैथल शाखा
अनाज मंडी के पास
मुख्य रोड, हुडा मार्केट के पास
पुंडरी, कैथल 136026

क्षेत्रीय कार्यालय, जबलपुर

22 यूनियन बैंक ऑफ इंडिया
गोरखपुर ग्वारीघाट रोड शाखा
670, अवधपुरी कॉलोनी
ग्वारीघाट, जबलपुर,
मध्यप्रदेश 482008
क्षेत्रीय कार्यालय, गोरखपुर

23 यूनियन बैंक ऑफ इंडिया
कसया शाखा
ब्लॉक नं 65, वार्ड नं 05
लोहिया नगर
देवरिया पडरौना रोड
कसया, जिला कुशीनगर,
उत्तर प्रदेश, पिन 274402

क्षेत्रीय कार्यालय, मेरठ

24 यूनियन बैंक ऑफ इंडिया
सिकंदराबाद शाखा
टीचर्स कॉलोनी
बी डी एस स्कूल के सामने
जी टी रोड, सिकंदराबाद
जिला बुलंदशहर 203205
उत्तर प्रदेश

25 यूनियन बैंक ऑफ इंडिया
सेवा शाखा मेरठ
174, एच के हाउस
दिल्ली रोड, मेरठ 250002
उत्तर प्रदेश

क्षेत्रीय कार्यालय, पटना

26 यूनियन बैंक ऑफ इंडिया
दीघा, पटना शाखा
सुमित्रा भवन,
आशियाना-दीघा रोड
आईडीबीआई के बगल में,
पटना, जिला पटना,
बिहार 800025

क्षेत्रीय कार्यालय, राजकोट

27 यूनियन बैंक ऑफ इंडिया,
द्वारका शाखा
सर्वे नं. 3539
गोकुल होटल के पास
मुख्य पोस्ट ऑफिस रोड
द्वारका, जि. देवभूमि
द्वारका 361335
क्षेत्रीय कार्यालय, मेहसाना

28 यूनियन बैंक ऑफ इंडिया,
पालनपुर हाइवे शाखा
गायत्री मंदिर के सामने
आबू हाइवे, आरटीओ सर्कल के पास
पालनपुर
जिला बनासकांठा (गुजरात) 385001

क्षेत्रीय कार्यालय, सूरत

29 यूनियन बैंक ऑफ इंडिया
मिड कारपोरेट शाखा
भूतल, सैफी बिल्डिंग,
डच गार्डन के सामने
नानपुरा, सूरत 395001

30 यूनियन बैंक ऑफ इंडिया
वडोद शाखा
श्री मांडवी विभाग सहकारी खांड
उद्योग मंडली लिमिटेड,
मु वडोद, पो.बोधन
ता. मांडवी, जिला सूरत,
पिन 394140

क्षेत्रीय कार्यालय, बडौदा

31 यूनियन बैंक ऑफ इंडिया
लूणावाला शाखा
51, गणेश कॉलोनी, वराधारी रोड
लूणावाला जिला:महिसागर
गुजरात 389230

क्षेत्रीय कार्यालय, मुंबई(उत्तर), ठाणे

32 यूनियन बैंक ऑफ इंडिया
महाड शाखा
पुण्याई, 2046,
छत्रपति शिवाजी रोड,
एस.टी डेपो के पीछे
पोस्ट महाड, जिला, रायगढ
महाराष्ट्र 402301

33 यूनियन बैंक ऑफ इंडिया
रोहा शाखा
दुकान नं 15/16, एसटी स्टैंड
कमर्शियल कॉम्प्लेक्स
रोहा, जिला रायगढ,
महाराष्ट्र 402109

क्षेत्रीय कार्यालय, नासिक

34 यूनियन बैंक ऑफ इंडिया
निफाड़ शाखा
प्लॉट नो. 359, हनुमान नगर
विट्ठल मंदिर के पास
मु. पो.निफाड़
ता.निफाड़
जिला नासिक,
पिन 422303

35 यूनियन बैंक ऑफ इंडिया
कलवन रोड
भगवती संकुल
आर के एम स्कूल के पास
मार्केट यार्ड रोड, गणेश नगर
मु.पो. कल्वण, ता.कल्वण
जिला नासिक 423501

36 यूनियन बैंक ऑफ इंडिया
वडनेर भैरव शाखा
18 मेन रोड, ग्राम पंचायत के पास
मु.पो.वडनेर भैरव
ता.चंदवड
जिला नासिक 423111

क्षेत्रीय कार्यालय, नेल्लूर

37 यूनियन बैंक ऑफ इंडिया
बदवेल शाखा
प्रथम तल, डोर संख्या 3-1-66-1
बदवेल नेल्लूर रोड,
बदवेल 516227
वाई एस आर कडपा जिला
आंध्र प्रदेश

क्षेत्रीय कार्यालय, मंगलूर

38 यूनियन बैंक ऑफ इंडिया
मंगलूर सिटी
19-6-360/5, अरिष्ट एन्क्लेव
ग्राउंड फ्लोर, पाण्डेश्वर, मंगलूर
जिला- दक्षिण कन्नड
कर्नाटक 575001

क्षेत्रीय कार्यालय, सिलीगुड़ी

39 यूनियन बैंक ऑफ इंडिया
कलियागंज शाखा
एन एस रोड,
पुराने भारतीय स्टेट बैंक,
मरवाड़ी पट्टी वार्ड नं - 16
कलियागंज, म्युनिसिपैलिटी
जिला उत्तर दिनाजपुर,
पश्चिम बंगाल 733129

40 यूनियन बैंक ऑफ इंडिया,
गंगारामपुर शाखा
देशबंधुपाड़ा, चित्तरंजन अपार्टमेंट,
चित्तरंजन पल्ली,
शिब बाड़ी रोड, गंगारामपुर,
जिला दक्षिण दिनाजपुर

क्षेत्रीय कार्यालय, बेलगाम

41 यूनियन बैंक ऑफ इंडिया
मुड्नूर शाखा
काशम, हाउस नं 42,
रामप्पा लक्ष्मण जाई बिल्डिंग
लक्ष्मी देवी मंदिर के पास
वरद नं 1, मुड्नूर, पो मुड्नूर,
तालुका रामदुर्ग
जिल्ला बेलगाम, कर्नाटक

42 यूनियन बैंक ऑफ इंडिया
इलकल शाखा
महान्ता शिवायोगी कॉम्प्लेक्स
बस स्टैंड रोड,
पो- इलकल, एस डी, हुनगूँद,
डिस्ट वागलकोट

43 यूनियन बैंक ऑफ इंडिया
सेडम शाखा
प्लॉट नं 101,
सर्वे नं 907/1 एंड 907/3
जी के रोड, सेडाम, तालुका
सेडाम जिला, गुलबर्गा

44 यूनियन बैंक ऑफ इंडिया
सिंधुनुर शाखा
आर के एंटरप्राइसेस विलिंग
कुस्तगी रोड, सिंधुनुर

45 यूनियन बैंक ऑफ इंडिया
तालीकोटी शाखा
एस के कालेज कम्पाउण्ड के पास
देवर हिप्परगी रास्ता
पो तालीकोटि, एस डी मुद्रेबीहल,
जिला बीजापुर, कर्नाटक

46 यूनियन बैंक ऑफ इंडिया
लिंगसुगुर, रायचूर
सकरी कॉम्प्लेक्स,
गुलबर्गा रोड
लिंगसुगुर, रायचूर, कर्नाटक

47 यूनियन बैंक ऑफ इंडिया
मलदिननी शाखा
बेलगाम इंटेरग्रेड देव
सोसाइटी विलिंग (बीआईआरडीएस),
मलदिननी समुदाया कालिका केंद्र समिति,
जी पी नं 860 नियर बस स्टैंड
मलदिननी, गोकक तालुक
जिल्ला बेलगाम, कर्नाटक

48 यूनियन बैंक ऑफ इंडिया
शाहपुर यादगीर
मकान नं 4-73/72(58-44),
बी बी रोड, शाहपुर
जिला यादगीर, कर्नाटक
क्षेत्रीय कार्यालय, सम्बलपुर

49 यूनियन बैंक ऑफ इंडिया
आइंठापली शाखा
एनएच 6, आइंठापली
आयकर भवन के पास,
जिला सम्बलपुर
ओडिशा, पिन 768004

क्षेत्रीय कार्यालय, भुवनेश्वर

50 यूनियन बैंक ऑफ इंडिया
कटक रोड शाखा
ओखली बाग, भुवनेश्वर -751006

51 यूनियन बैंक ऑफ इंडिया
कलिंगा विहार शाखा
प्लॉट नं.- 788/1463
सम हॉस्पिटल रोड
श्यामपुर, भुवनेश्वर-751003

52 यूनियन बैंक ऑफ इंडिया
पोखरीपुट शाखा
कोकिला रेसिडेंसी 190/702
अनंत विहार, पोखरीपुट
भुवनेश्वर

53 यूनियन बैंक ऑफ इंडिया
सीडीए विडानसी शाखा
सी/436, सेक्टर-6,
मार्केटनगर,
विडानसी, कटक, 753 014

54 यूनियन बैंक ऑफ इंडिया
इंफोसिटी शाखा भुवनेश्वर
चंद्रका इंडस्ट्रियल स्टेट,
भुवनेश्वर, उडीसा
पिन 751 024

55 यूनियन बैंक ऑफ इंडिया
शास्त्रीनगर शाखा
ओ.एल.आई.सी. प्रधान कार्यालय भवन
एन-172, नयापल्ली,
भुवनेश्वर 751 012, उडीसा

56 यूनियन बैंक ऑफ इंडिया
ओमफेड स्कैयर शाखा भुवनेश्वर
चंद्रशेखरपुर, पोस्ट: मनचेश्वर ,
भुवनेश्वर 751 017, उडीसा

57 यूनियन बैंक ऑफ इंडिया
पटिया शाखा, भुवनेश्वर
प्रथम मंजिल, श्री सांई आनंदम
कमर्शियल कॉपलेक्स
प्लाट न.386/21, पटिया,
भुवनेश्वर, उडीसा
पिन - 751 024

58 यूनियन बैंक ऑफ इंडिया
सामंतपुर शाखा,
सी-2, प्रज्ञापीठ,
सामंतपुर, चंद्रशेखरपुर
भुवनेश्वर- 751013 उडीसा

59 यूनियन बैंक ऑफ इंडिया
बालुगाँव शाखा
होटल दिगांतिका के पास,
मेन रोड, बालुगाँव
जिला-खुदा 752030

60 यूनियन बैंक ऑफ इंडिया,
अस्तरंग शाखा
पोस्ट - अस्तरंग
सब-जिला- ककटपुर
जिला- पुरी उडीसा 752109

61 यूनियन बैंक क्षेत्रीय कार्यालय भवन भुवनेश्वर,
रिटेल आस्टि शाखा
3/1,ए सिविक सेंटर,
आईआरसी विलेज नयापल्ली,
भुवनेश्वर, जिला खुदा,
भुवनेश्वर, उडीसा 751015
क्षेत्रीय कार्यालय, समस्तीपुर

62 यूनियन बैंक ऑफ इंडिया
कस्बा ताजपुर शाखा
कोल्ड स्टोरेज चौक
एन एच - 28, ताजपुर,
ज़िला - समस्तीपुर (बिहार)
पिन- 848101

63 यूनियन बैंक ऑफ इंडिया
धरमपुर शाखा,
वार्ड नंबर -9, समस्तीपुर
ज़िला- समस्तीपुर (बिहार)
पिनकोड- 848101

64 यूनियन बैंक ऑफ इंडिया
नरकटियागंज शाखा
आर्य समाज रोड,
पोस्ट-नरकटियागंज,
थाना - शिकारपुर
ज़िला- पश्चिमी चम्पारण (बिहार)
पिनकोड- 845455

65 यूनियन बैंक ऑफ इंडिया
बलीगढ़ शाखा,
भगवती स्थान चौक बलीगढ़ बाज़ार,
ग्राम+पोस्ट-बलीगढ़,
थाना - रुद्री सैदपुर
ज़िला- सीतामढ़ी (बिहार)
पिनकोड- 843328

66 यूनियन बैंक ऑफ इंडिया
मीरगंज शाखा, हथुआ मोड़
पोस्ट-मीरगंज, ज़िला-गोपालगंज (बिहार)
पिनकोड- 841438

67 यूनियन बैंक ऑफ इंडिया
सोनैली शाखा, ग्राम+पोस्ट- सोनैली,
ब्लॉक+थाना- कदवा
ज़िला-कटिहार (बिहार)
पिनकोड- 855114

क्षेत्रीय कार्यालय, कोझिकोड

68 यूनियन बैंक ऑफ इंडिया
पट्टूरैक्कल शाखा
शिव साइलम बिल्डिंग,
शोरनूर रोड, त्रिचूर
केरल 680022

69 यूनियन बैंक ऑफ इंडिया
वेस्ट फोर्ट (त्रिचूर)
सिवासक्ति बिल्डिंग, संकरा इयर रोड
वेस्ट फोर्ट त्रिचूर,
त्रिचूर, केरल 680004

70 यूनियन बैंक ऑफ इंडिया
मन्नारकाड शाखा
कुडू काम्प्लेक्स, बस स्टैंड
पालक्काड रोड, मन्नारकाड
पालक्काड 678582

71 कार्पोरेशन बैंक
आँचलिक कार्यालय (8829)
अपूर्वा चेरंस, सण्णी मीड्स लेन
पालयम, तिरुवनंतपुरम, केरल
पिन कोड : 695034

72 कार्पोरेशन बैंक
पाला शाखा (1220)
भूमि तल, XVIII/240 (7,8,9)
पेंडानत्तु प्लाज़ा, वेल्लाप्पाड
पाला- ऐट्टुमानूर रोड, पाला,
कोट्टयमजिला,
केरल, पिन कोड : 686575

73. कार्पोरेशन बैंक
तिरुवनंतपुरम - टेक्नोपार्कशाखा (1323)
उदया बिल्डिंग, उदया स्कायर
कप्रकूट्टम पी.ओ.
तिरुवनंतपुरमजिला
पिन कोड : 695582

74. कार्पोरेशन बैंक
पावुम्बा शाखा (1427)
प्रथम तल
परडयिल बिल्डिंग
पालमूडु, पावुम्बा
पिन कोड : 690574

75 कार्पोरेशन बैंक
रान्नीशाखा (1429)
डोर सं. II -303 (ए)
प्रथम तल, एम सी टॉवर
मामुक्कु, रान्नी
पत्तनमत्तूजिला, केरल
पिन कोड : 689673

76. कार्पोरेशन बैंक
 तोडुपुग्गा शाखा (1430)
 प्रथम तल, पुत्तिरी टाँवर्स,
 के एस आर टी सी बस अड्डे के निकटइडुक्की रोड, तोडुपुग्गा
 इडुक्की जिला, केरल
 पिन कोड : 685584

77. कार्पोरेशन बैंक
 पत्तियूर शाखा (1624)
 वरंपत्तानन्तु चैत्रम
 दूकान सं.76 सी./76डी.
 काक्कनाड जंक्शन, एरुवा पोस्ट
 कायंकुलम, आलप्पुग्गा जिला, केरल
 पिन कोड : 690572

78. कार्पोरेशन बैंक
 कुट्टिवट्टम शाखा (1626)
 आनाड आर्केड
 वडकुंतला पी.ओ.
 कुट्टिवट्टम, करुनागप्पल्ली
 कोल्लम जिला, केरल
 पिन कोड : 690536

79. कार्पोरेशन बैंक
 तिरुवनंतपुरम -सेवाशाखा (1715)
 टी. सी. 4/924 (2)
 प्रथम तल, आर & के कॉम्प्लेक्स,
 पाइप लेन रोड, कवडियार
 तिरुवनंतपुरम,
 केरल, पिन कोड : 695003

80. कार्पोरेशन बैंक
 खुदरा ऋण केंद्र (1771)
 अपूर्वा चेंबर्स
 सण्णी मीड्स लेन
 पालयम, तिरुवनंतपुरम, केरल
 पिन कोड : 695034

81. कार्पोरेशन बैंक
 कांजिरप्पल्ली शाखा (1805)
 मुक्काडन विलिंग्स
 कुरिशिंगल जंक्शन
 कांजिरप्पल्ली, कोट्टयम जिला,
 केरल पिन कोड 686507:

82. कार्पोरेशन बैंक
 अतिरंपुषाशाखा (1806)
 मलयिल बिल्डिंग्स
 सेंट्रल जंक्शन, अतिरंपुषा
 कोट्यमजिला, केरल
 पिन कोड : 688562

83. कार्पोरेशन बैंक
 चारुम्मूड शाखा(1817)
 अरुन्धति नेवो टॉवर्स
 के.पी. रोड, चारुम्मूड
 आलपुषा जिला, केरल
 पिन कोड : 69050

84. कार्पोरेशन बैंक
 कुडयत्तूर शाखा (1844)
 के. पी. X 80, 81, 82
 उन्नतोट्टिल बिल्डिंग
 कुडयत्तूरपी. ओ., इडुक्की
 केरल, पिन कोड : 685590

85. कार्पोरेशन बैंक
 करुकच्चाल शाखा(1737)
 डोर सं.V/118 बी/IV,
 लारा टॉवर्स, वाष्णव रोड,
 करुकच्चाल
 कोट्यम जिला, केरल
 पिन कोड : 686540

86. कार्पोरेशन बैंक
 आटिंगल शाखा(1425)
 भूमि तल, अविट्टम कॉम्प्लेक्स
 एन.एच.47, मामं, किष्मुविल्लम पी.ओ.
 आटिंगल, तिरुवनंतपुरम जिला,
 केरल, पिन कोड : 695104

87. कार्पोरेशन बैंक
 आंचलिक कार्यालय : ठाणे (कूट सं.8828)
 कोरल स्कैयर, दूसरा तल,
 सूरज वाटर पार्क के सामने
 घोडबंदर रोड
 ठाणे (पश्चिम)-400615
 पिन कोड : 686507

महाराष्ट्र राज्य

88. इंडियन बैंक, अंचल कार्यालय : लुधियाना
 एससीएफ - 88
 अर्बन एस्टेट
 फेज़-1, दुगरी
 लुधियाना
 पंजाब -141013

89. इंडियन बैंक, बरनाला शाखा
 बी-एक्स / 835
 के सी रोड, बरनाला
 पंजाब-148101

90. इंडियन बैंक, अखनूर शाखा
 इंडियन बैंक वार्ड नंबर सं.12
 बीएसएनएल टेलीफोन एक्स्चेंज के नजदीक
 अखनूर मेन रोड
 तहसील – अखनूर
 जिला: जम्मू
 जम्मू एवं कश्मीर – 181201

91. इंडियन बैंक, बटाला शाखा
 एससीएफ 29-30
 अर्बन एस्टेट
 सेक्टर 1, बटाला
 जिला : गुरदासपुर
 पंजाब : 143505

92. इंडियन बैंक, भागपुरा शाखा
 बाबा ईशर सिंह ग्रुप ऑफ कॉलेजेस
 भागपुरा मार्फत गगरा
 जिला : मोगा
 पंजाब 142043

93. इंडियन बैंक, बीआरएस नगर शाखा
 एस.सी.ओ.39
 ब्लॉक – जी
 सराभा नगर पुलिस थाने के सामने
 बीआरएस नगर
 लुधियाना
 पंजाब – 141012

94. इंडियन बैंक, सक्युलर रोड शाखा
 60 सक्युलर रोड
 रतन सिंह चौक के नजदीक
 जिला : अमृतसर
 पंजाब – 143001

95. इंडियन बैंक,
दयाल नगर शाखा
बी / 38 – 4410
अवतार सिंह रोड
दयाल नगर
जिला : जलंधर सिटी
पंजाब – 144003

96. इंडियन बैंक, दोराहा शाखा
अजैब सिंह काम्प्लेक्स
फ्लाई ओवर के सामने
जी टी रोड
दोराहा, जिला : लुधियाना
पंजाब – 141421

97. इंडियन बैंक, फिरोजपुर शाखा
सक्युलर रोड
बगदादी गेट
फिरोजपुर शहर
जिला : फिरोजपुर
पंजाब – 152002

98. इंडियन बैंक,
फरीदकोट शाखा
जुबिली सिनेमा चौक
सक्युलर रोड
फरीदकोट
जिला : फरीदकोट
पंजाब – 151203

99. इंडियन बैंक,
फतेगढ़ नौबाद शाखा
मार्फत गुरु काशी युनिवर्सिटी
सरदूलगढ़ रोड
तलवानी सबो
जिला : भटिंडा
पंजाब – 151302

100. इंडियन बैंक, गोराया शाखा
जी टी रोड
गोराया
जिला : जलंधर
पंजाब – 144409

101. इंडियन बैंक, गुरदासपुर शाखा
 22 इम्प्रूवमेंट ट्रस्ट बिल्डिंग
 जी टी रोड
 गुरदासपुर
 जिला : गुरदासपुर
 पंजाब – 143521

102. इंडियन बैंक,
 एच एम वी कालेज रोड शाखा
 एससीएफ 8
 इम्प्रूवमेंट स्कीम
 बीएसएफ कॉलानी
 एचएमवी कालेज के सामने
 जिला : जालंधर
 पंजाब – 144408

103. इंडियन बैंक,
 जम्मू शाखा
 56 ए / वी, गांधी नगर
 जम्मू
 जम्मू एवं कश्मीर
 जिला : जम्मू
 जम्मू एवं कश्मीर – 180004

104. इंडियन बैंक, कटरा शाखा
 केशव होटल
 वार्ड सं. 1 पराशर गली
 बाण गंगा रोड
 कटरा (वैल्णो देवी)
 जिला : रियासि
 जम्मू एवं कश्मीर – 182301

105. इंडियन बैंक, मानसा शाखा
 नीम वाली गली
 जिला : मानसा
 पंजाब – 151505

106. इंडियन बैंक, मटवानी शाखा
 वीपीओ – मटवानी
 सरकारी माध्यमिक विद्यालय के पास
 मटवानी
 जिला : मोगा
 पंजाब – 142053

107. इंडियन बैंक, मुक्तसर शाखा

983, सदर बाजार
घास मंडी चौक
मुक्तसर
पंजाब – 152026

108. इंडियन बैंक,

मुल्लांपुर शाखा
ढालीवाल कॉम्प्लेक्स
फिरोज़पुर रोड, मुल्लांपुर
जिला : लुधियाना
पंजाब – 152026

109. इंडियन बैंक,

नडाला शाखा
ओबीसी बैंक के नजदीक
ठिलवान रोड, नडाला
जिला : कपूरथला
पंजाब – 144624

110. इंडियन बैंक,

सुनाम शाखा
माता मोड़ी चौक
सुनाम, जिला : संगरुर
पंजाब – 148028

111. इंडियन बैंक,

पठानकोट शाखा
138, रामलीला मैदान
डलहौज़ी रोड
शान होटल के पीछे
पठानकोट, जिला गुरदासपुर
पंजाब – 145001

112. इंडियन बैंक,

फिल्लौर शाखा
बिल्डिंग सं. 39 एवं 40
दाना मंडी, फिल्लौर
जिला : जलंधर
पंजाब – 144410

113. इंडियन बैंक,

समराला शाखा
एम जी काम्प्लेक्स के सामने
खन्ना रोड, समराला
जिला : लुधियाना
पंजाब – 141114

114. इंडियन बैंक,
सुंदर नगर शाखा
2435 मेन रोड
बस्ती जोधपुर चौक के नजदीक
इंडियन ऑइल पेट्रोल पाम के सामने
जिला : लुधियाना
पंजाब – 141007

115. इंडियन बैंक,
शहीद कर्नेल सिंह नगर शाखा
मकान सं.48सी
शहीद कर्नेल सिंह नगर
फेस III, सुआ रोड
जवद्दी
पखोवाल रोड के नजदीक
जिला : लुधियाना
पंजाब – 141013

116. इंडियन बैंक,
टैगोर नगर शाखा
1105 – किरन विल्ला,
टैगोर नगर बी
सिविल लाइन्स लुधियाना
जिला : लुधियाना
पंजाब – 141001

117. इंडियन बैंक,
तरन तारन शाखा
संधु काम्लेक्स
सिविल अस्पताल के सामने
अमृतसर रोड
जिला : तरन तारन
पंजाब – 143401

118. इंडियन बैंक,
तालाब टिल्लो शाखा
278 मेन रोड
मॉडर्न देवन्स ब्रीवरी
बोहरी तालाब टिल्लो
जिला : जम्मू
जम्मू एवं कश्मीर – 180002

New Delhi, the 14th March, 2017

S.O. 1296.—In pursuance of sub-rule(4) of rule 10 of the Official Languages (use for official purpose of the union) Rules, 1976, the Central Government, hereby notified the listed branches/offices of the following banks in the attached annexure, more than 80% of the staff whereof have acquired the working knowledge of Hindi.

Serial No.	Name of the Banks	Number of Branches/offices
1.	Union Bank of India	70
2.	Corporation Bank	17
3.	Indian Bank	31
	Total	118

[F.No. 11016/1/2015-OL (Noti.)]

RAJIV KUMAR, Assistant Director (OL)

List of Branches/Offices to be notified under Rule 10(4) in the Gazette of Government of India

Regional Office, Kanpur	
1	Union Bank of India, Tilhar Road Branch Umarpur Block Road, Tilhar, dist., Shahjahanpur, Uttar Pradesh, 242307
2	Union Bank of India Powayan Branch Near Daljeet & Co. Petrol Pump, Shahjahanpur, Uttar Pradesh
3	Union Bank of India, Rasulabad Branch Subhasha Nagar Jhinjhak Road, Dist.Kanpur Dehat 209306
4	Union Bank of India, Hiran Nagar Branch 317, Hiran Nagar, Unnao
Regional Office, Udaipur	
5	Union Bank of India Vigyan Nagar Branch Prince Plaza Jhalawar Road, Vigyan Nagar Dist. Kota, Rajasthan
6	Union Bank of India Shobhagpura Branch M.P.Enclave, Opp.Govt.School 100 Feet Road Shobhagpura Circle Udaipur (Rajasthan) 313001
7	Union Bank of India Savina Kheda Branch

	Plot No.237, Sector 9 Hiran Magri Savina Main Road, Udaipur Rajasthan 313001
8	Union Bank of India Branch- Kudi Bhagtasani, Jodhpur Shop No.15, Opp.Seervi Hostel Kudi Bhagtasani Main Road Dist.Jodhpur, Rajasthan 342005
9	Union Bank of India Baran Road Branch, Kota D-25, Shiv Tower, Sukhdhan colony Eighty Feet Road Nera Police Line Baran road, dist.Kota, Rajasthan 324001
10	Union Bank of India Kherwara Chhaoni Branch Mool Mani Bhavan Rani road Badlaa, Post Kherwara Dist.Udaipur, Rajasthan 313803
11	Union Bank of India Karwar Branch NIFT Campus New Building, Nagaur road, Village Karwar Dist. Jodhpur, Rajasthan 342037
Regional Office, Delhi (N)	
12	Union Bank of India Ballabgarh Branch (Metro Branch) C 489 Chawla Colony Ballabgarh Faridabad Haryana Pin 121004
13	Union Bank of India Faridabad Sector 28 Branch (Metro Br) SCF 105 Huda Market Sector 28 Faridabad Haryana Pin 121002
Regional Office, Ghazipur	

14	Union Bank of India Adilabad Branch Village Adilabad The. Mohammandabad Dist. Ghazipur UP 233228
15	Union Bank of India Bharouli Ala Branch Village Latthudih Post Office Latthudih Dist. Ghazipur, UP 233228
16	Union Bank of India Baddhopur Branch Village baddhopur Post birno Dist. Ghazipur , UP 233300
Regional Office, Azamgarh	
17	Union Bank of India Iltifatganj bazar branch At & Post Iltifatganj Tahsil Tanda Ambedkar Nagar Uttar Pradesh, pin 224145
18	Union Bank of India Ballipur branch At and post Bariyawan Bazar Baskhari, Ambedkar road Tehsil akbarpur Ambedkarnagar, Uttar pradesh pin 224210
19	Union bank of India Miranpur branch At and post Meeranpur The Akbarpur Ambedkarnagar, Uttar pradesh pin 224122
Regional Office, Karnal	
20	Union Bank of India Gannaur, Sonipat Branch Shop No. 512 Ward No.3, Namaste Chowk, Main Railway Road,

	Near New Grain Market, Gannaur, Sonipat 131101
21	Union Bank of India Pundri-Kaithal Branch Near Anaj Mandi, Main Road Near Huda Market, Pundri, Kaithal 136026
Regional Office, Jabalpur	
22	Union Bank of India Gorakhpur, Gwarighat Road 670 Awadhpuri Colony Gwarighat, Jabalpur (MP) 482008
Regional Office, Gorakhpur	
23	Union Bank of India Kasya Branch Block No.65, Ward No.05 Lohia Nagar, Deoria Padrauna Road Kasya Dist-Kushinagar Uttar Pradesh Pin Code 274402
Regional Office, Meerut	
24	Union Bank of India Sikandrabad Branch Teachers Colony Opp.B.D.S.School G.T.Road, Sikandarabad Dist.Bulandshahar 203205 Uttar Pradesh
25	Union Bank of India Service Branch , Meerut 174, H.K.House Delhi Road Meerut 250002 Uttar Pradesh
Regional Office, Patna	
26	Union bank of India Digha, Patna branch Sumitra bhavan, Aashiyana- digha road Near IDBI Bank,

	Patna Dist Patna , Bihar 800025
Regional Office, Rajkot	
27	Union Bank of India Dwarka Branch Survey No.3539 Next to Gokul Hotel Main Post Office Road, Dwarka Dist. Devbhumi Dwarka 361335
Regional Office, Mehsana	
28	Union Bank of India Palanpur Highway Branch Opp Gayatri Temple, Palanpur Abu Highway, Near RTO Circle, Palanpur Dist. Banaskantha (Gujrat) 385001
Regional Office, Surat	
29	Union Bank of India Mid Corporate Branch Ground Floor, Saifee Building, Opp. Dutch Garden Road Nanpura, Surat, Pin 395001
30	Union Bank of India Vadod Branch Shree Mandvi Vibhag Sahkari Khand Udyog Mandli Ltd. At Vadod, Post Bodhan Tal. Mandvi, Dist.Surat Pin 394140
Regional Office, Badoda	
31	Union Bank of India, Lunawada branch 51 Ganesh colony, Varadhari Road Lunawada, Tal Lunawada Dist. Mahisagar Gujarat 389230
Regional Office, Mumbai (N)	
32	Union Bank of India Mahad Branch

	PUNYAI, 2046, chatrapati Shivaji road, Behind S.T.Depot, At & Post Mahad Dist.Raigad, Maharashtra 402301
33	Union Bank of India Roha Branch Shop No. 15 & 16 S.T.Bus Stand, Commercial Complex, Roha, Dist.Raigad Maharashtra 402109
Regional Office, Nasik	
34	Union Bank of India Niphad Branch Plot No.359, Hanuman Nagar Near Vithal Temple At & Po Niphad Tal Niphad, Dist.Nasik Pin 422 303
35	Union Bank of India Kalwan Branch Bhagwati Sankul Near R.K.M School Market Yard Roiad Ganesh Nagar, At & Po. Kalwan Dist.Nasik 423501
36	Union Bank of India Vadner Bhairav Branch 18 Main road, Near Grampanchayat At & Post Vadner bhairav Tal Chandwad Dist.Nasik 423111
Regional Office, Nellore	
37	Union Bank of India Badvel Branch 1 st floor, D.No.3-1-66-1 Badvel, Nellore Road Badvel 516227 Y.S.R.Kadapa District, Andhra Pradesh

38	Union Bank of India Mangalore Citi Branch No.19-6-360/5, Arista Enclave Ground Floor, Pandeshwara Mangalore Dist.Dakshina Kannada Karnataka 575001
Regional Office, Siligudi	
39	Union Bank Of India Kaliaganj Branch N.S.Road, Opposite Old SBI Marwari Patti Ward NO.16-Kaliyaaganj Municipality, Dist.Uttar Dinajpur West Bengal, 733129
40	Union Bank of India Ganga Rampur Branch Deshbandhu Chittaranjan Apartment Chittaranjan Pally, Shib Bari road Gangarampur
Regional Office, Belgaum	
41	Union Bank of India Mudenur, Belggavi Br Kashamma, House No.42 Ramappa Lakkappa Jayi Building, Near Laxmi Devi Temple, Ward No.1 PO Mudenur, Taluka Ramdurg Dist.Belgaum, Karnataka
42	Union Bank of India Ilkal Branch Mahanta Shivayogi Complex Bus Stand road, PO Iikal, SD Hungund, Dist. Bugalkot
43	Union Bank of India Sedam Branch Plot No.101, SY No.90714, 907/3 G.K.Road, Sedam TQ Sedam, Dist. Gulbarga

44	Union Bank of India Sindhanur Branch R K Enterprises Building, Kustagi Road, Sindhanur Dist. Raichur
45	Union Bank of India Talikoti Branch Near S.K.College Compound Devar Hippanrgi Road PO Talikoti, SD Muddebihai, Dist. Bijapur
46	Union Bank of India Lingsugar, Raichur Branch Sakri Complex, Gulbarga Road Lingsugar Dist Raichur, Karnataka
47	Union Bank of India Maldinni Branch Belgaum Integrated Dev Society building, (BIRDS), Maldinni Samudaya Kalika Kendra Samithi, GP No.860 Near Bus Stand, Maldinni, TQ Gokak Dist.Belgaum, Karnataka
48	Union Bank of India Shahpur Yadgir Branch H No 4-73/72(58-44), B.B.Road Shahapur Dist.Yadgir, Karnataka
Regional Office, Sambalpur	
49	Union Bank of India NH 6, Ainthapalli Near Income Tax Bhavan Dist.Sambalpur Odisha, Pin 768004
Regional Office, Bhubaneswar	
50	Union Bank of India Cuttack Road Branch Okhil Bagh, Bhubaneswar-751006
51	Union Bank of India Kalinga Vihar Branch Plot no-788/1463 Sum Hospital Road,

	Shyampur, Bhubaneswar-751003
52	Union Bank of India Pokhariput Branch Kokila Residency, 190/702, Anant Vihar, Pokhariput, Bhubaneswar-751020
53	Union Bank of Indian CDA Bidanasi Branch C/436, Sector-6, Marketnagar, Bidanasi, Cuttack 753 014, Orissa,
54	Union Bank of India Infocity branch, Bhubaneswar Chandaka Industrial Estate, Bhubaneswar, Orissa Pin 751 024
55	Union Bank of India Shastrynagar branch O.L.I.C. Head Office Building, N-17/2, Nayapalli, Bhubaneswar 751012, (Orissa)
56	Union Bank of India Omfed Square branch, Bhubaneswar, Chandrasekharpur Post. Mancheswar, Bhubaneswar-751 017
57	Union Bank of India Patia Branch, Bhubaneswar 1st Floor, Sri Sai Anandam Commercial Complex Plot No. 386/21, Patia Bhubaneswar, Orissa. PIN-751 024
58	Union Bank of India Samantapur branch, C-2 Prajnapitha, Samantapur, Chandrasekharpur,

	Bhubaneswar-751013 (Orissa)
59	Union Bank of India Balugaon branch Near Hotel Digantika Main Road, Balugaon Dist. Khurda 752030
60	Union bank of india, Astaranga Branch AT/PO Astaranga SD -Kakatpur,Dist- Puri, Orissa 752109
61	Union bank of india Union loan point (ulp) bhubaneshwar Plot no. 3/1, A Civic Center, Near Hotel Crown, IRC Village, Nayapalli, Dist.- Khurda Bhubaneshwar, Orissa 751015
Regional Office, Samstipur	
62	Union Bank Of India Kasba Tajpur Branch Cold Storage Chowk NH 28, Tajpur Dist- Samastipur (Bihar), Pin Code-848101
63	Union Bank of India Dharampur Branch Ward No. 9, Samastipur Dist- Samastipur (Bihar) Pin Code- 848101
64	Union Bank of India Narkatiaganj Branch Arya Samaj Road, Po- Narkatiaganj, PS- Shikarpur, Dist- West Champaran (Bihar) Pin Code- 845455
65	Union Bank of India Baligarh Branch Bhagwati Sthan Chowk, Baligarh Bazar, Vill+Po-Baligarh , PS- Runni Saidpur,

	Dist- Sitamarhi (Bihar) Pin Code- 843328
66	Union Bank of India Mirganj Branch Hathua More, post- Mirganj, Dist- Gopalganj (Bihar) Pin Code- 841438
67	Union Bank of India Sonaili Branch Vill+post- Sonaili, Dist- Katihar (Bihar) Pin Code- 855114
68	Union Bank of India Patturaikaal Branch Shivasailam Building Shaoranur Road, Trichur, Kerala 680022
69	Union Bank of India West Fort (Trichur) Sivasakthi Building Sankara Iyer Road Trichur Kerala 680004
70	Union Bank of India Mannarkkad Branch Kudu Complex Near Bus Stand Palakkad road Mannarkkad, Palakkad 678582
71	CORPORATION BANK ZONAL OFFICE (8829) APOORVA CHAMBERS, SUNNY MEADS LANE PALAYAM, THIRUVANANTHAPURAM, KERALA. PIN CODE: 695034
72	CORPORATION BANK PALAI BRANCH (1220) GROUND FLOOR, XVIII/240 (7,8,9) PENDANATHU PLAZA, VELLAPPADU PALA-ETTUMANOOR ROAD PALAI, KOTTAYAM DISTRICT, KERALA PIN CODE: 686575

73.	CORPORATION BANK THIRUVANANTHAPURAM - TECHNO PARK BRANCH(1323) UDAYA BUILDING, UDAYA SQUARE KAZHAKKOOTTAM PO THIRUVANANTHPURAM DISTRICT PIN CODE: 695582
74.	CORPORATION BANK PAVUMBA BRANCH(1427) FIRST FLOOR PARADAYIL BUILDING PALAMOODU PAVUMBA, PIN CODE: 690574
75.	CORPORATION BANK RANNI BRANCH (1429) DOOR NO II -303 (A) FIRST FLOOR, EMCEE TOWER MAMUKKU, RANNI PATHANAMTHITTA DISTRICT, KERALA, PIN CODE: 689673
76.	CORPORATION BANK THODUPUZHA BRANCH (1430) FIRST FLOOR, PUTHIRI TOWERS NEAR KSRTC BUS STAND IDUKKI ROAD, THODUPUZHA. IDUKKI DISTRICT, KERALA PIN CODE: 685584
77.	CORPORATION BANK PATHIYOOR BRANCH(1624) VARAMPATHANATHU CHITRAM, SHOP NO.76C/76D, KAKKANAD JUNCTION, ERUVA POST KAYAMKULAM. ALLAPUZHA DISTRICT, KERALA, PIN CODE: 690572
78.	CORPORATION BANK KUTTIVATTOM BRANCH(1626) ANAND ARCADE , VADAKKUMTHALA P O KUTTIVATTOM, KARUNAGAPPALLY KOLLAM DISTRICT, KERALA PIN CODE: 690536
79.	CORPORATION BANK TRIVANDRUM - SERVICE BRANCH (1715) T.C 4/924 (2) 1ST FLOOR, R & K COMPLEX,

	PIPE LINE ROAD, KOWDIAR THIRUVANANTHAPURAM, KERALA PIN CODE: 695003
80	CORPORATION BANK, RETAIL LOAN CENTRE (1771) APOORVA CHAMBERS SUNNY MEADS LANE, PALAYAM, THIRUVANANTHAPURAM KERALA PIN CODE: 695034
81.	CORPORATION BANK KANJIRAPALLI BRANCH (1805) MUKKADAN BUILDINGS KURISINKAL JUNCTION KANJIRAPALLI KOTTAYAM DISTRICT , KERALA PIN CODE: 686507
82.	CORPORATION BANK ATHIRAMPUZHA BRANCH (1806) MALAYIL BUILDINGS CENTRAL JUNCTION ATHIRAMPUZHA KOTTAYAM DISTRICT, KERALA PIN CODE: 688562
83.	CORPORATION BANK CHARUMMOODU BRANCH (1817) ARUTHUNDIL NEBO TOWERS K.P.ROAD, CHARUMMOODU ALAPPUZHA DISTRICT KERALA PIN CODE: 690505
84.	CORPORATION BANK KUDAYATHOOR BRANCH (1844) KP X 80, 81, 82 UNNATHOTTATHIL BLDG KUDAYATHOOR PO IDUKKI, KERALA, PIN CODE: 685590
85.	CORPORATION BANK KARUKACHAL BRANCH (1737) DOOR NO.V/118B/IV LARA TOWERS VAZHOOR ROAD KARUKACHAL

	KOTTAYAM DISTRICT, KERALA PIN CODE : 686540
86.	CORPORATION BANK ATTINGAL BRANCH (1425) GROUND FLOOR AVITTON COMPLEX N.H. 47 , MAMOM KIZHUVILOM P.O ATTINGAL, TRIVANDRUM DISTRICT KERALA , PINCODE : 695104
87	CORPORATION BANK ZONAL OFFICE : THANE (CODE NO. 8828) CORAL SQUARE, 2ND FLOOR OPP. SURAJ WATER PARK GHODBUNDER ROAD THANE (WEST)-400 615 MAHARASHTRA STATE
88	INDIAN BANK, Zonal Office : Ludhiana SCF – 88, Urban Estate Phase – I, Dugri Ludhiana Punjab – 141013
89	INDIAN BANK, Barnala Branch B – X / 835 K.C. Road Barnala Punjab – 148101
90	INDIAN BANK, Akhnoor Branch Indian Bank Ward No.12 Near BSNL Telephone Exchange Akhnoor Main Road Tehsil : Akhnoor District : Jammu Jammu and Kashmir – 181201
91	INDIAN BANK, Batala Branch SCF 29-30 Urban Estate Sector – 1 Batala

	District : Gurdaspur Punjab – 143505
92	INDIAN BANK, Bhagpura Branch Baba Ishar Singh Group of Colleges Bhagpur Alias Gagra District : Moga Punjab – 142043
93	INDIAN BANK, BRS Nagar Branch S.C.O.39 Block – G Opp. Sarabha Nagar Police station B.R.S. Nagar District : Ludhiana Punjab – 141012
94	INDIAN BANK, Circular Road Branch 60 Circular Road Near Rattan Singh Chowk District : Amritsar Punjab : 143001
95	INDIAN BANK, Dayal Nagar Branch B/38 – 4410 Avtar Nagar Road Dayal Nagar District : Jalandhar City Punjab : 144003
96.	INDIAN BANK, Doraha Branch Ajaib Singh Complex Opposite Fly Over G T Road , Doraha District : Ludhiana Punjab : 141421
97.	INDIAN BANK, Ferozepur Branch Circular Road Baghdadi Gate Ferozepur City District : Ferozepur Punjab : 152002
98.	INDIAN BANK, Faridkot Branch

	Jubilee Cinema Chowk Circular Road , Faridkot District : Faridkot Punjab : 151203
99.	INDIAN BANK, Fathegarh Naubad Branch C/O Guru Kashi University Sardoolgarh Road Tawlwandi Sabo District : Bathinda Punjab : 151302
101	INDIAN BANK, Goraya Branch G T Road , Goraya District : Jalandhar Punjab : 144409
101.	INDIAN BANK, Gurdaspur Branch 22 Improvement Trust Building G T Road Gurdaspur District : Gurdaspur Punjab : 143521
102.	INDIAN BANK, H M V College Road SCF 8 , Improvement Scheme BSF Colony Opp. HMV College District : Jalandhar Punjab : 144001
103.	INDIAN BANK, Jammu Branch 56 A / B, Gandhi Nagar Jammu Jammu and Kashmir District : Jammu Jammu and Kashmir : 180004
104.	INDIAN BANK, Katra Branch Keshav Hotel Ward No.1 Prashar Street Banganga Road Katra (Vaishnodevi) District : Reasi Jammu and Kashmir : 182301

105.	INDIAN BANK, Mansa Branch Neem Wali Gali District : Mansa Punjab : 141505
106.	INDIAN BANK, Matwani Branch VPO – Matwani Near Govt. Middle School Matwani , District : Moga Punjab : 142053
107.	INDIAN BANK, Muktwar Branch 983, Sadar Branch Near Ghas Mandi Chowk Muktsar , Punjab : 152026
108.	INDIAN BANK, Mullanpur Branch Dhaliwal Complex Ferozepur Road District : Ludhiana Punjab : 141101
109.	INDIAN BANK, Nadala Branch Dhilwan Road Nadala , District : Kapurthala Punjab : 144624
110.	INDIAN BANK, Sunam Branch Mata Modi Chowk Sunam , District : Sangrur Punjab : 148028
111.	INDIAN BANK, Pathankot Branch 138 Ramlila Ground Dalhousie Road Backside Hotel Shan Pathankot , District : Gurdaspur Punjab : 145001
112.	INDIAN BANK, Phillaur Branch Building No.39 and 40 Dana Mandi , Phillaur District : Jalandhar Punjab : 144410
113.	INDIAN BANK, Samrala Branch

	Opp. M G Complex Khanna Road Samrala , District : Ludhiana Punjab : 141114
114.	INDIAN BANK, Sunder Nagar Branch 2435 Main Road Near Basti Jodhewal Chowk Opp. Indian Oil Petrol Pump District : Ludhiana Punjab : 141007
115.	INDIAN BANK, Shahid Karnail Singh Nagar Branch House No.48C Shaheed Karnail Singh Nagar Phase III, Sua Road Jawadi, Near Pakhowal Road District : Ludhiana Punjab : 141013
116.	INDIAN BANK, Tagore Nagar Branch 1105 – Kiran Villa Tagore Nagar B Civil Lines Ludhiana District : Ludhiana Punjab : 141001
117.	INDIAN BANK, Tarn Taran Branch Sandhu Complex Opp Civil Hospital Amritsar Road District : Tarn Taran Punjab : 143401
118.	INDIAN BANK, Talab Tillu Branch 278 Main Road Opp. Moderndevans Brewery Bohri Talab Tillo District : Jammu Punjab : 180002

नई दिल्ली, 14 मार्च, 2017

का.आ. 1297.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में संलग्न अनुबंध में उल्लिखित निम्नलिखित बैंकों की सूचीबद्ध शाखाओं/कार्यालयों को, जिनके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

क्र.सं.	बैंक का नाम	शाखाओं की संख्या
1.	स्टेट बैंक ऑफ इंडिया	203
		कुल 203

[फा सं. 11016/1/2015-हि. (अधि.)]

राजीव कुमार, सहायक निदेशक (रा.भा.)

राजभाषा नियम 1976 के नियम 10(4) के अंतर्गत अधिसूचित किए जाने वाले कार्यालयों / शाखाओं की सूची

1	भारतीय स्टेट बैंक विशेषीकृत वैयक्तिक बैंकिंग शाखा एम.बी. टावर्स, चरगांवा गोरखपुर उत्तर प्रदेश – 273013
2	भारतीय स्टेट बैंक रूपन छपरा शाखा, लार देवरिया उत्तर प्रदेश – 274502
3	भारतीय स्टेट बैंक बरगदवा बाजार शाखा, पिपरा महाराजगंज उत्तर प्रदेश – 273305
4	भारतीय स्टेट बैंक सबया शाखा, सिसवा बाजार महाराजगंज उत्तर प्रदेश – 273163
5	भारतीय स्टेट बैंक समरधीरा शाखा, नौतनवा महाराजगंज उत्तर प्रदेश - 273162
6	भारतीय स्टेट बैंक पथरा बाजार शाखा सिद्धार्थनगर उत्तर प्रदेश – 272153
7	भारतीय स्टेट बैंक स्पेशल पी.बी.बी. शाखा मिर्जापुर उत्तर प्रदेश – 231001

8	भारतीय स्टेट बैंक विंध्याचल रोड शाखा, मिर्जापुर अमरावती चौराहा, विंध्याचल मिर्जापुर उत्तर प्रदेश – 231307
9	भारतीय स्टेट बैंक देवरिया शाखा, गाजीपुर देवरिया, गाजीपुर जमनिया हाइवे गाजीपुर उत्तर प्रदेश – 232340
10	भारतीय स्टेट बैंक क्षेत्रीय व्यवसाय कार्यालय-6 एस.बी.आई. प्रशासनिक कार्यालय भवन वाराणसी उत्तर प्रदेश – 221002
11	भारतीय स्टेट बैंक पैगंबरपुर शाखा, पैगंबरपुर पंचकोसी रोड, वाराणसी उत्तर प्रदेश – 221007
12	भारतीय स्टेट बैंक वैयक्तिक बैंकिंग शाखा अगरसंदा, मुलायम नगर गारहवार रोड, बलिया उत्तर प्रदेश – 277001
13	भारतीय स्टेट बैंक हाथी बाजार शाखा, हाथी बाजार वाराणसी, उत्तर प्रदेश – 221405
14	भारतीय स्टेट बैंक कठिरांव शाखा कठिरांव चौमुहानी वाराणसी, उत्तर प्रदेश – 221207
15	भारतीय स्टेट बैंक उगापुर शाखा, उगापुर पोस्ट: औराई, संत रविदास नगर उत्तर प्रदेश - 221024
16	भारतीय स्टेट बैंक सींकरारा शाखा, सींकरारा जौनपुर, उत्तर प्रदेश – 222131
17	भारतीय स्टेट बैंक हरबंसपुर शाखा, हरबंसपुर आजमगढ़, उत्तर प्रदेश – 276001
18	भारतीय स्टेट बैंक वालिदपुर शाखा, वालिदपुर

	मऊनाथ भंजन वालिदपुर, मऊ, उत्तर प्रदेश – 276405
19	भारतीय स्टेट बैंक खमरिया शाखा, संत रविदास नगर भदोही, उत्तर प्रदेश – 221306
20	भारतीय स्टेट बैंक बैंधवा बाजार शाखा, बैंधवा बाजार जौनपुर, उत्तर प्रदेश – 222143
21	भारतीय स्टेट बैंक मिर्जा हादीपुर शाखा, मऊ नाथ भंजन मऊ, उत्तर प्रदेश – 275101
22	भारतीय स्टेट बैंक क्षेत्रीय व्यवसाय कार्यालय-7 गाजीपुर उत्तर प्रदेश – 233001
23	भारतीय स्टेट बैंक गिलट बाजार शाखा, लखनऊ बाई पास रोड वाराणसी उत्तर प्रदेश – 221002
24	भारतीय स्टेट बैंक विशेष पी.वी.बी. शाखा इन्दिरानगर, लखनऊ उत्तर प्रदेश – 226 016
25	भारतीय स्टेट बैंक इटौंजा शाखा कुर्सी रोड, इटौंजा लखनऊ उत्तर प्रदेश – 226 203
26	भारतीय स्टेट बैंक कल्याणपुर शाखा तहसील सदर लखनऊ उत्तर प्रदेश – 226 022
27	भारतीय स्टेट बैंक तकरोही शाखा इन्दिरानगर लखनऊ, उत्तर प्रदेश – 226 016
28	भारतीय स्टेट बैंक एच.ए.एल. इन्दिरानगर शाखा फैजाबाद रोड एच.ए.एल. लखनऊ, उत्तर प्रदेश – 226 016

29	भारतीय स्टेट बैंक एसबीआई इनिटच इन्दिरानगर शाखा लखनऊ, उत्तर प्रदेश – 226 016
30	भारतीय स्टेट बैंक बाबूगंज शाखा लखनऊ, उत्तर प्रदेश - 226003
31	भारतीय स्टेट बैंक सिविल लाइन्स शाखा निकट अंबेडकर चौराहा कचहरी रोड, गोण्डा उत्तर प्रदेश - 271 001
32	भारतीय स्टेट बैंक कटरा बाजार शाखा कर्नलगंज, गोण्डा उत्तर प्रदेश - 271503
33	भारतीय स्टेट बैंक सैदुल्लाह नगर शाखा बलरामपुर उत्तर प्रदेश – 271 307
34	भारतीय स्टेट बैंक बालपुर शाखा बालपुर बाजार गोण्डा, उत्तर प्रदेश – 271 125
35	भारतीय स्टेट बैंक खरगपुर शाखा खरगपुर, गोण्डा उत्तर प्रदेश – 271 204
36	भारतीय स्टेट बैंक इकौना शाखा इकौना बाईपास श्रावस्ती उत्तर प्रदेश – 271 845
37	भारतीय स्टेट बैंक कटरा बाईपास शाखा श्रावस्ती उत्तर प्रदेश – 271 845
38	भारतीय स्टेट बैंक रानी बाजार शाखा रानी बाजार, बारगाँव, गोण्डा, उत्तर प्रदेश – 271 204
39	भारतीय स्टेट बैंक राजापुर शाखा निकट राजापुर चौराहा लखीमपुर खीरी उत्तर प्रदेश – 262 701
40	भारतीय स्टेट बैंक मास्टर बाग शाखा

	कसमण्डा सीतापुर उत्तर प्रदेश – 261 302
41	भारतीय स्टेट बैंक फूलबेहड़ शाखा लखीमपुर खीरी उत्तर प्रदेश – 262 701
42	भारतीय स्टेट बैंक खमरिया पण्डित शाखा ऐरा इस्टेट लखीमपुर खीरी उत्तर प्रदेश – 262 722
43	भारतीय स्टेट बैंक अमीर नगर शाखा अमीर नगर लखीमपुर खीरी उत्तर प्रदेश – 262 804
44	भारतीय स्टेट बैंक सुन्दरावल शाखा लखीमपुर खीरी उत्तर प्रदेश – 262 701
45	भारतीय स्टेट बैंक पिसवां बाज़ार शाखा सीतापुर उत्तर प्रदेश – 261 151
46	भारतीय स्टेट बैंक चुंगी चौराहा शाखा खैराबाद, सीतापुर उत्तर प्रदेश – 261 001
47	भारतीय स्टेट बैंक रामकोट शाखा खैराबाद, सीतापुर उत्तर प्रदेश – 261 001
48	भारतीय स्टेट बैंक कौशलपुरी शाखा फैजाबाद, उत्तर प्रदेश – 224 001
49	भारतीय स्टेट बैंक अलीगंज सुल्तानपुर शाखा ब्लाक - कुड़वार सुल्तानपुर, उत्तर प्रदेश – 227 805
50	भारतीय स्टेट बैंक पूरा बाजार शाखा सदर फैजाबाद उत्तर प्रदेश – 224 171
51	भारतीय स्टेट बैंक अमानीगंज शाखा फैजाबाद, उत्तर प्रदेश – 224 121

52	भारतीय स्टेट बैंक कटरा खानपुर शाखा द्वारिकागंज, सदर तहसील सुल्तानपुर, उत्तर प्रदेश –228 125
53	भारतीय स्टेट बैंक पी.बी.बी. पयागीपुर शाखा निकट एफ.सी.आई. गार्डेन, पयागीपुर चौराहा, सुल्तानपुर उत्तर प्रदेश – 228 001
54	भारतीय स्टेट बैंक अवध यूनिवर्सिटी शाखा सुल्तानपुर रोड, फैजाबाद, उत्तर प्रदेश –224 001
55	भारतीय स्टेट बैंक हजरतगंज शाखा 1, शाहनजफ रोड, लखनऊ, उत्तर प्रदेश –226 001
56	भारतीय स्टेट बैंक नीलमत्था शाखा हरिहरपुर नीलमत्था लखनऊ उत्तर प्रदेश – 226 002
57	भारतीय स्टेट बैंक बुद्धेश्वर चौराहा शाखा बुद्धेश्वर चौराहा लखनऊ उत्तर प्रदेश – 226 017
58	भारतीय स्टेट बैंक विधान सभा मार्ग शाखा, 19 सी, विधान सभा मार्ग लखनऊ उत्तर प्रदेश – 226 001
59	भारतीय स्टेट बैंक हरख शाखा, हैदरगढ़ रोड बाराबंकी, उत्तर प्रदेश – 225 121
60	भारतीय स्टेट बैंक कोटवा सड़क शाखा पो. हथौडा, बाराबंकी उत्तर प्रदेश – 225 415
61	भारतीय स्टेट बैंक टिकैतनगर शाखा बाराबंकी, उत्तर प्रदेश – 225 415
62	भारतीय स्टेट बैंक सफदरगंज शाखा बाराबंकी उत्तर प्रदेश – 225 415

63	भारतीय स्टेट बैंक महसी शाखा बहराइच उत्तर प्रदेश – 271 824
64	भारतीय स्टेट बैंक रुपईडीहा शाखा ताल नानपारा बहराइच उत्तर प्रदेश – 271 881
65	भारतीय स्टेट बैंक जैतापुर बाजार शाखा तहसील – महसी बहराइच, उत्तर प्रदेश – 271 902
66	भारतीय स्टेट बैंक क्षेत्रीय व्यवसाय कार्यालय -6 बाराबंकी उत्तर प्रदेश – 225 001
67	भारतीय स्टेट बैंक विभूति खण्ड शाखा गोमतीनगर, लखनऊ उत्तर प्रदेश – 226 010
68	भारतीय स्टेट बैंक उत्तरेठिया शाखा पावर हाउस शाखा, सेक्टर - 9-बी, वृन्दावन योजना, लखनऊ उत्तर प्रदेश – 226 002
69	भारतीय स्टेट बैंक पत्रकारपुरम शाखा लखनऊ उत्तर प्रदेश – 226 010
70	भारतीय स्टेट बैंक कानपुर रोड शाखा सिंगार नगर कानपुर रोड लखनऊ उत्तर प्रदेश – 226 005
71	भारतीय स्टेट बैंक सैनिक स्कूल शाखा स्कूटर इण्डिया चौराहा, सरोजिनी नगर लखनऊ उत्तर प्रदेश – 226 008
72	भारतीय स्टेट बैंक पी.बी.बी. आशियाना शाखा सेक्टर – एल, आशियाना कालोनी कानपुर रोड, लखनऊ उत्तर प्रदेश – 226 012

73	भारतीय स्टेट बैंक सराय शेख शाखा सतरिख रोड, चिनहट लखनऊ, उत्तर प्रदेश - 227 105
74	भारतीय स्टेट बैंक अमौसी इण्डस्ट्रियल एरिया शाखा लखनऊ, उत्तर प्रदेश - 226 008
75	भारतीय स्टेट बैंक क्षेत्रीय व्यवसाय कार्यालय - सप्तम हबीबुल्लाह इस्टेट, हजरतगंज लखनऊ, उत्तर प्रदेश - 226 001
76	भारतीय स्टेट बैंक बिजनौर शाखा सीआरपीएफ कैंपस बिजनौर लखनऊ, उत्तर प्रदेश - 226 002
77	भारतीय स्टेट बैंक एकता विहार शाखा एकता विहार मुरादाबाद - 244001
78	भारतीय स्टेट बैंक ठाकुरद्वारा सिटी शाखा तहसील - ठाकुरद्वारा मुरादाबाद - 244001
79	भारतीय स्टेट बैंक आसाम रोड पूरनपुर शाखा कोतवाली रोड पूरनपुर, पीलीभीत - 262122
80	भारतीय स्टेट बैंक पक्का कटरा शाखा कृषि उत्पादन मंडी समिति तिलहर, शाहजहांपुर - 242307
81	भारतीय स्टेट बैंक अभयपुर शाखा भोजीपुरा, नैनीताल रोड बरेली
82	भारतीय स्टेट बैंक मिर्जापुर शाखा ब्लॉक - मिर्जापुर तहसील - जलालाबाद शाहजहांपुर - 242127
83	भारतीय स्टेट बैंक ब्रह्म बाजार शाखा संभल, उत्तर प्रदेश - 202412
84	भारतीय स्टेट बैंक पीली कोठी शाखा मुरादाबाद - 244001
85	भारतीय स्टेट बैंक नवादा इंदीपुर शाखा

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86	भारतीय स्टेट बैंक घंटा घर शाखा बदायूँ – 243001
87	भारतीय स्टेट बैंक नौशेरा शाखा बदायूँ – 243601
88	भारतीय स्टेट बैंक खासपुरा शाखा नूरपुर विजनौर – 245734
89	भारतीय स्टेट बैंक मदनपुर शाखा तहसील सदर शाहजहांपुर – 244601
90	भारतीय स्टेट बैंक मवासी शाखा रामपुर उत्तर प्रदेश - 244924
91	भारतीय स्टेट बैंक परसाखेडा शाखा सी.वी. गंज बरेली – 243502
92	भारतीय स्टेट बैंक टनकपुर रोड शाखा नकटा दाना चौराहा सिविल लाइन्स पीलीभीत – 262001
93	भारतीय स्टेट बैंक राम नगर शाखा तहसील आंवला बरेली – 243301
94	भारतीय स्टेट बैंक सेंधा शाखा मोहम्मदपुर पथरा आंवला, बरेली – 243301
95	भारतीय स्टेट बैंक बहजोई सिटी शाखा संभल, उत्तर प्रदेश - 244925
96	भारतीय स्टेट बैंक विलाकुंडा शाखा (झंगरपुर) मुरादाबाद - 244925
97	भारतीय स्टेट बैंक बहजूईया शाखा तहसील - आंवला बरेली – 243001

98	भारतीय स्टेट बैंक डेलापीर शाखा केशलता हास्पिटल के पास पोस्ट - इज्जतनगर बरेली - 243006
99	भारतीय स्टेट बैंक हरूनगला शाखा बीसलपुर रोड बरेली - 243006
100	भारतीय स्टेट बैंक कान्धरपुर शाखा लाल फाटक रोड बरेली - 243001
101	भारतीय स्टेट बैंक कूर्माचल नगर शाखा इज्जतनगर, बरेली, उत्तर प्रदेश - 243122
102	भारतीय स्टेट बैंक नगरिया परीक्षित शाखा शहीद गेट के पास नैनीताल रोड बरेली - 243122
103	भारतीय स्टेट बैंक रामगंगा विहार शाखा फेज - 1, कांठ रोड मुरादाबाद - 244001
104	भारतीय स्टेट बैंक क्षेत्रीय व्यवसाय कार्यालय - VI रामपुर, उत्तर प्रदेश - 244901
105	भारतीय स्टेट बैंक जे.एस. हिंदू कालेज शाखा अमरोहा, उत्तर प्रदेश - 244221
106	भारतीय स्टेट बैंक धनौरा शाखा नजीबाबाद विजनौर - 246763
107	भारतीय स्टेट बैंक सैफनी शाखा रामपुर - 202411
108	भारतीय स्टेट बैंक प्रकाश नगर शाखा मुरादाबाद - 244401
109	भारतीय स्टेट बैंक सेंधा शाखा पोस्ट - मोहम्मदपुर पथेरा बरेली - 243301

110	भारतीय स्टेट बैंक माडल टाउन शाखा खुसलोक हास्पिटल के सामने पो: श्यामगंज वरली - 243122
111	भारतीय स्टेट बैंक राफियाबाद कलान शाखा तहसील - जलालाबाद शाहजहांपुर - 242127
112	भारतीय स्टेट बैंक रेहर शाखा बिजनौर - 246722
113	भारतीय स्टेट बैंक बिलासपुर मंडी शाखा नवीन मंडी स्थल तहसील - बिलासपुर रामपुर - 244921
114	भारतीय स्टेट बैंक गोपामऊ शाखा हरदोई, उत्तर प्रदेश - 241 404
115	भारतीय स्टेट बैंक सौरिख शाखा कन्नौज, उत्तर प्रदेश - 209728
116	भारतीय स्टेट बैंक हमीरपुर रोड शाखा कानपुर उत्तर प्रदेश - 209214
117	भारतीय स्टेट बैंक मदनपुर शाखा फरुखाबाद उत्तर प्रदेश - 209743
118	भारतीय स्टेट बैंक इब्राहीमगंज छिवरामऊ शाखा कन्नौज उत्तर प्रदेश - 209721
119	भारतीय स्टेट बैंक खिंजरी शाखा रसूलाबाद रोड कानपुर देहात उत्तर प्रदेश - 209204
120	भारतीय स्टेट बैंक शिवली शाखा कानपुर देहात उत्तर प्रदेश - 209204
121	भारतीय स्टेट बैंक रसधान शाखा मेन चौराहा, रसधान कानपुर देहात उत्तर प्रदेश - 209115

122	भारतीय स्टेट बैंक अरौल शाखा कानपुर उत्तर प्रदेश – 209202
123	भारतीय स्टेट बैंक रेल मंडी शाखा जसवंत नगर इटावा उत्तर प्रदेश – 206265
124	भारतीय स्टेट बैंक बकेवर शाखा इटावा उत्तर प्रदेश – 206124
125	भारतीय स्टेट बैंक इकदिल शाखा इकदिल चौराहा इटावा उत्तर प्रदेश – 206126
126	भारतीय स्टेट बैंक कोंच शाखा कोंच कानपुर उत्तर प्रदेश – 285205
127	भारतीय स्टेट बैंक बरुआ सागर शाखा निकट नगरपालिका परिषद झांसी उत्तर प्रदेश – 284201
128	भारतीय स्टेट बैंक रक्सा शाखा झांसी उत्तर प्रदेश – 284419
129	भारतीय स्टेट बैंक चिंगलौवा शाखा ललितपुर उत्तर प्रदेश – 284403
130	भारतीय स्टेट बैंक उत्तरीपुरा शाखा उत्तरीपुरा कानपुर उत्तर प्रदेश – 209210
131	भारतीय स्टेट बैंक एडीबी बांगरमऊ शाखा उन्नाव उत्तर प्रदेश – 209858
132	भारतीय स्टेट बैंक पीबी शाखा इटावा उत्तर प्रदेश – 206001

133	भारतीय स्टेट बैंक पीबीबी फरुखाबाद शाखा फरुखाबाद उत्तर प्रदेश – 209601
134	भारतीय स्टेट बैंक सांडी शाखा हरदोई उत्तर प्रदेश – 241001
135	भारतीय स्टेट बैंक हरदोई सिटी शाखा हरदोई उत्तर प्रदेश - 241001
136	भारतीय स्टेट बैंक जहांगंज शाखा फरुखाबाद उत्तर प्रदेश – 209739
137	भारतीय स्टेट बैंक पाली शाखा हरदोई उत्तर प्रदेश – 241123
138	भारतीय स्टेट बैंक काम्पिल शाखा फरुखाबाद उत्तर प्रदेश – 207505
139	भारतीय स्टेट बैंक एलीट क्रॉसिंग शाखा 98, सिविल लाइन्स झांसी, उत्तर प्रदेश – 284001
140	भारतीय स्टेट बैंक कोयला नगर शाखा कानपुर, उत्तर प्रदेश - 208011
141	भारतीय स्टेट बैंक मियागंज शाखा लखनऊ बांगरमऊ रोड उन्नाव, उत्तर प्रदेश – 209870
142	भारतीय स्टेट बैंक ऊँचगांव शाखा उन्नाव उत्तर प्रदेश – 209863
143	भारतीय स्टेट बैंक बिधूर शाखा, कानपुर उत्तर प्रदेश – 209210
144	भारतीय स्टेट बैंक विशेषीकृत पीबीबी शाखा कानपुर, उत्तर प्रदेश –208002

145	भारतीय स्टेट बैंक क्षेत्रीय व्यवसाय कार्यालय - VII प्रशासनिक कार्यालय कानपुर, उत्तर प्रदेश - 208001
146	भारतीय स्टेट बैंक सुजातगंज शाखा सी.ओ.डी. कैंपस कानपुर, उत्तर प्रदेश - 208001
147	भारतीय स्टेट बैंक क्षेत्रीय व्यवसाय कार्यालय - द्वितीय प्रशासनिक कार्यालय कानपुर, उत्तर प्रदेश - 208001
148	भारतीय स्टेट बैंक त्रिलोक मार्केट शाखा रामादेवी, जी.टी. रोड कानपुर उत्तर प्रदेश - 208007
149	भारतीय स्टेट बैंक पटरा चौराहा शाखा कानपुर हमीरपुर हाइवे कानपुर उत्तर प्रदेश - 209308
150	भारतीय स्टेट बैंक पीबीबी उन्नाव उन्नाव उत्तर प्रदेश - 209881
151	भारतीय स्टेट बैंक समथर शाखा निकट नगर पालिका परिषद झांसी उत्तर प्रदेश - 284304
152	भारतीय स्टेट बैंक पटिला महादेश शाखा सीआरपीएफ कैम्पस इलाहाबाद उत्तर प्रदेश - 211013
153	भारतीय स्टेट बैंक लाल गोपाल गंज शाखा इलाहाबाद, उत्तर प्रदेश - 229413
154	भारतीय स्टेट बैंक सरेनी शाखा, रायबरेली उत्तर प्रदेश - 229212
155	भारतीय स्टेट बैंक रानीगंज शाखा स्वामी करपात्री इंटर कालेज

	प्रतापगढ़ उत्तर प्रदेश – 230304
156	भारतीय स्टेट बैंक कृषि उत्पादन मंडी समिति शाखा कौशाम्बी उत्तर प्रदेश – 212207
157	भारतीय स्टेट बैंक रेलवे कोच फैक्ट्री शाखा पोस्ट - लालगंज रायबरेली उत्तर प्रदेश – 229212
158	भारतीय स्टेट बैंक रानीगंज शाखा अमेठी उत्तर प्रदेश – 229402
159	भारतीय स्टेट बैंक हरचंदपुर शाखा रायबरेली उत्तर प्रदेश – 229303
160	भारतीय स्टेट बैंक गौरा शाखा रायबरेली उत्तर प्रदेश – 229204
161	भारतीय स्टेट बैंक मधुपुरी शाखा डलमऊ रोड, रायबरेली उत्तर प्रदेश – 229405
162	भारतीय स्टेट बैंक बाबूगंज शाखा तहसील - ऊँचाहार रायबरेली, उत्तर प्रदेश – 229205
163	भारतीय स्टेट बैंक खिरो शाखा, रायबरेली उत्तर प्रदेश – 229205
164	भारतीय स्टेट बैंक सेमरौता शाखा रायबरेली उत्तर प्रदेश – 229126
165	भारतीय स्टेट बैंक जगतपुर शाखा, रायबरेली उत्तर प्रदेश – 229402
166	भारतीय स्टेट बैंक कुदनगंज शाखा, रायबरेली उत्तर प्रदेश – 229303

167	भारतीय स्टेट बैंक उमरान शाखा, रायबरेली उत्तर प्रदेश – 229404
168	भारतीय स्टेट बैंक दुसौती शाखा रायबरेली उत्तर प्रदेश – 229306
169	भारतीय स्टेट बैंक त्रिवेणीपुरम शाखा इलाहाबाद उत्तर प्रदेश – 211019
170	भारतीय स्टेट बैंक टैगोर टाउन शाखा इलाहाबाद उत्तर प्रदेश – 211012
171	भारतीय स्टेट बैंक अलीगंज शाखा बांदा, उत्तर प्रदेश – 210001
172	भारतीय स्टेट बैंक राधेनगर शाखा फतेहपुर उत्तर प्रदेश – 212601
173	भारतीय स्टेट बैंक महोबा सिटी शाखा महोबा उत्तर प्रदेश – 210427
174	भारतीय स्टेट बैंक तिलोई शाखा अमेठी, सुल्तानपुर उत्तर प्रदेश – 229402
175	भारतीय स्टेट बैंक सुन्नि शाखा पोस्ट - अमेठी सुल्तानपुर उत्तर प्रदेश – 229402
176	भारतीय स्टेट बैंक वारिसगंज शाखा अमेठी, उत्तर प्रदेश – 229402
177	भारतीय स्टेट बैंक गांधीनगर शाखा अमेठी उत्तर प्रदेश – 229402
178	भारतीय स्टेट बैंक छातोह शाखा

	अमेठी उत्तर प्रदेश – 229402
179	भारतीय स्टेट बैंक बिंदागंज शाखा अमेठी उत्तर प्रदेश – 229402
180	भारतीय स्टेट बैंक इहोरवा भवानी शाखा ग्राम - सिंहपुर अमेठी , उत्तर प्रदेश – 229135
181	भारतीय स्टेट बैंक उमरी शाखा अमेठी उत्तर प्रदेश – 229127
182	भारतीय स्टेट बैंक पनवारी शाखा, महोबा उत्तर प्रदेश – 210429
183	भारतीय स्टेट बैंक बाबूगंज शाखा प्रतापगढ़ उत्तर प्रदेश – 230503
184	भारतीय स्टेट बैंक पश्चिमगांव शाखा संगीपुर रोड, प्रतापगढ़ उत्तर प्रदेश – 230503
185	भारतीय स्टेट बैंक कोटवा शाखा इलाहाबाद उत्तर प्रदेश – 221502
186	भारतीय स्टेट बैंक नूरुद्दीनपुर जिला शाखा अमेठी उत्तर प्रदेश – 229127
187	भारतीय स्टेट बैंक सरिला शाखा हमीरपुर उत्तर प्रदेश – 210432
188	भारतीय स्टेट बैंक मेजा उर्जा निगम प्रा. लि. शाखा इलाहाबाद उत्तर प्रदेश – 212301
189	भारतीय स्टेट बैंक दिलीपपुर शाखा प्रतापगढ़, उत्तर प्रदेश – 230127

190	भारतीय स्टेट बैंक गौरा शाखा तहसील – रानीगंज प्रतापगढ़ उत्तर प्रदेश – 230306
191	भारतीय स्टेट बैंक हसवा शाखा, फतेहपुर उत्तर प्रदेश – 212645
192	भारतीय स्टेट बैंक विशेषीकृत एनआरआई शाखा इलाहाबाद उत्तर प्रदेश – 211002
193	भारतीय स्टेट बैंक त्रिवेणी शाखा 4, कच्चहरी रोड इलाहाबाद उत्तर प्रदेश – 211002
194	भारतीय स्टेट बैंक क्षेत्रीय व्यवसाय कार्यालय - V 10-सी, कच्चहरी रोड, इलाहाबाद, उत्तर प्रदेश – 211002
195	भारतीय स्टेट बैंक सिविल लाइंस शाखा लखनऊ इलाहाबाद रोड इलाहाबाद उत्तर प्रदेश – 229001
196	भारतीय स्टेट बैंक पीबीबी शाखा अशोक नगर इलाहाबाद उत्तर प्रदेश – 211001
197	भारतीय स्टेट बैंक सिविल लाइंस इलाहाबाद शाखा इलाहाबाद उत्तर प्रदेश – 211001
198	भारतीय स्टेट बैंक त्रिपुरा चौराहा शाखा लखनऊ इलाहाबाद रोड रायबरेली उत्तर प्रदेश – 229001
199	भारतीय स्टेट बैंक क्षेत्रीय व्यवसाय कार्यालय – VI कारपेंटरी स्कूल के निकट इलाहाबाद उत्तर प्रदेश – 211002

200	भारतीय स्टेट बैंक शिवगढ़ शाखा रायबरेली उत्तर प्रदेश – 229308
201	भारतीय स्टेट बैंक सेमरी शाखा निकट भवानीगढ़ चौराहा रायबरेली उत्तर प्रदेश – 229206
202	भारतीय स्टेट बैंक नसीराबाद शाखा मऊ रोड रायबरेली उत्तर प्रदेश – 229307
203	भारतीय स्टेट बैंक सुबांसा शाखा प्रतापगढ़ उत्तर प्रदेश – 230306

New Delhi, the 14th March, 2017

S.O. 1297.— In pursuance of sub-rule(4) of rule 10 of the Official Languages (use for official purpose of the union) Rules, 1976, the Central Government, hereby notified the listed branches/offices of the following banks in the attached annexure, more than 80% of the staff whereof have acquired the working knowledge of Hindi.

Serial No.	Name of the Banks	Number of Branches/offices
1.	State Bank of India	203
	Total	203

[F. No. 11016/1/2015-OL (Noti.)]

RAJIV KUMAR, Assistant Director (OL)

List of Branches/Offices of the State Bank of India to be notified under Rule 10(4) in the Gazette of Government of India

1	STATE BANK OF INDIA SPL PERSONAL BANKING BRANCH M. B. TOWERS, CHARGAavan GORAKHPUR UTTAR PRADESH – 273013
2	STATE BANK OF INDIA ROOPAN CHHAPRA, LAAR DEORIA UTTAR PRADESH – 274502
3	STATE BANK OF INDIA BARGADVA BAJAR, PIPARA MAHARAJGANJ UTTAR PRADESH – 273305

4	STATE BANK OF INDIA SABYAA, SISVAA BAJAR MAHARAJGANJ UTTAR PRADESH – 273163
5	STATE BANK OF INDIA SAMARDHIRAA, NAUTANVA MAHARAJGANJ UTTAR PRADESH - 273162
6	STATE BANK OF INDIA PATHRA BAJAR IDDHARTH NAGAR UTTAR PRADESH – 272153
7	STATE BANK OF INDIA SPECIAL P.B.B. BRANCH MIRZAPUR UTTAR PRADESH – 231001
8	STATE BANK OF INDIA VINDHYACHAL ROAD BRANCH AMRAVATI CHAURAHA VINDHYACHAL MIRZAPUR UTTAR PRADESH – 231307
9	STATE BANK OF INDIA DEORIA BRANCH, GAZIPUR JAMANIYA HIGHWAY GAZIPUR UTTAR PRADESH – 232340
10	STATE BANK OF INDIA REGIONAL BUSINESS OFFICE-6 SBI ADMINISTRATIVE OFFICE BUILDING VARANASI UTTAR PRADESH – 221002
11	STATE BANK OF INDIA PAIGAMBARPUR BRANCH, PAIGAMBURPUR PUNCH KOSI ROAD VARANASI UTTAR PRADESH – 221007
12	STATE BANK OF INDIA PERSONAL BANKING BRANCH , AGARSANDA MULAYAM NAGAR, GARAHWAAR ROAD BALIA UTTAR PRADESH – 277001
13	STATE BANK OF INDIA HATHI BAZAR BRANCH VARANASI UTTAR PRADESH – 221405
14	STATE BANK OF INDIA KATHIRAON BRANCH KATHIRAON CHAUMUHANI VARANASI UTTAR PRADESH – 221207
15	STATE BANK OF INDIA UGAAPUR BRANCH POST: AURAI SANT RAVIDAS NAGAR UTTAR PRADESH – 221024
16	STATE BANK OF INDIA SEEKRARA BRANCH

	JAUNPUR UTTAR PRADESH – 222131
17	STATE BANK OF INDIA HARBANSPUR BRANCH AZAMGARH UTTAR PRADESH – 276001
18	STATE BANK OF INDIA WALIDPUR BRANCH MAU NAATH BHANJAN - WALIDPUR MAU, UTTAR PRADESH – 276405
19	STATE BANK OF INDIA KHAMARIYA BRANCH GRAM & POST: KHAMARIYA SANT RAVI DAS NAGAR BHADOHI UTTAR PRADESH – 221306
20	STATE BANK OF INDIA BANDHWA BAZAR BRANCH BANDHWA BAZAR JAUNPUR UTTAR PRADESH – 222143
21	STATE BANK OF INDIA MIRZA HADIPUR BRANCH MAU NATH BHANJAN, MAU UTTAR PRADESH – 275101
22	STATE BANK OF INDIA REGIONAL BUSINESS OFFICE-7 GAZIPUR, UTTAR PRADESH – 233001
23	STATE BANK OF INDIA GILAT BAZAR BRANCH LUCKNOW BYE-PASS-ROAD VARANASI UTTAR PRADESH – 221002
24	STATE BANK OF INDIA SPECIAL P.B.B. BRANCH INDIRANAGAR LUCKNOW UTTAR PRADESH – 226016
25	STATE BANK OF INDIA ITAUNJA BRANCH, NEAR POLICE STATION BAKSHI KA TALAB LUCKNOW UTTAR PRADESH - 226203
26	STATE BANK OF INDIA KALYANPUR BRANCH TEHIL SADAR, LUCKNOW UTTAR PRADESH 226022
27	STATE BANK OF INDIA TAKROHI BRANCH INDIRANAGAR , LUCKNOW UTTAR PRADESH 226016
28	STATE BANK OF INDIA HAL INDIRANAGAR BRANCH FAIZABAD ROAD HAL LUCKNOW UTTAR PRADESH 226016
29	STATE BANK OF INDIA SNIINTOUCH INDIRANAGAR BRANCH LUCKNOW UTTAR PRADESH - 226016

30	STATE BANK OF INDIA BABUGANJ BRANCH LUCKNOW UTTAR PRADESH - 226003
31	STATE BANK OF INDIA CIVIL LINES BRANCH NEAR AMBEDKAR CHAURAHA KUTCHERY ROAD GONDA UTTAR PRADESH - 271001
32	STATE BANK OF INDIA KATRA BAZAR BRANCH COLONEL GANJ GONDA UTTAR PRADESH - 271503
33	STATE BANK OF INDIA SADULLAH NAGAR BRANCH BALRAMPUR UTTAR PRADESH – 271307
34	STATE BANK OF INDIA BALPUR BRANCH BALPUR BAZAR, GONDA UTTAR PRADESH 271125
35	STATE BANK OF INDIA KHARAGPUR BRANCH GONDA UTTAR PRADESH 271204
36	STATE BANK OF INDIA EKAUNA BRANCH , EKAUNA BYE PASS SHRAWASTI, UTTAR PRADESH - 271845
37	STATE BANK OF INDIA KATRA BYEPASS BRANCH SHRAVASTI UTTAR PRADESH - 271845
38	STATE BANK OF INDIA RANI BAZAR BRANCH BARGAON, GONDA UTTAR PRADESH – 271204
39	STATE BANK OF INDIA RAJAPUR BRANCH NEAR RAJAPUR CHAURAHA LAKHIMPUR KHERI UTTAR PRADESH – 262701
40	STATE BANK OF INDIA MASTER BAGH BRANCH KASMANDA, SITAPUR UTTAR PRADESH - 261302
41	STATE BANK OF INDIA PHOOL BEHAR BRANCH LAKHIMPUR KHERI UTTAR PRADESH - 262701
42	STATE BANK OF INDIA KHAMARIA PANDIT BRANCH POST: AERA ESTATE LAKHIMPUR KHERI UTTAR PRADESH – 262722
43	STATE BANK OF INDIA AMIR NAGAR BRANCH

	AMIR NAGAR LAKHIMPUR KHERI UTTAR PRADESH – 262804
44	STATE BANK OF INDIA SUNDARAWAL BRANCH LAKHIMPUR KHERI UTTAR PRADESH – 262701
45	STATE BANK OF INDIA PISAWAN BAZAR BRANCH SITAPUR UTTAR PRADESH - 261151
46	STATE BANK OF INDIA CHUNGI CHAURAHА BRANCH KHAIRABAD SITAPUR UTTAR PRADESH - 261001
47	STATE BANK OF INDIA RAMKOT BRANCH KHAIRABAD SITAPUR UTTAR PRADESH - 261001
48	STATE BANK OF INDIA KAUSHALPURI BRANCH FAIZABAD UTTAR PRADESH - 224001
49	STATE BANK OF INDIA ALIGANJ SULTANPUR BRANCH BLOCK KURWAR SULTANPUR UTTAR PRADESH – 227805
50	STATE BANK OF INDIA POORA BAZAAR BRANCH SADAR FAIZABAD UTTAR PRADESH - 224171
51	STATE BANK OF INDIA AMANIGANJ BRANCH FAIZABAD UTTAR PRADESH - 224121
52	STATE BANK OF INDIA KATRA KHANPUR BRANCH DWARIKAGANJ, TEHSIL SADAR SULTANPUR UTTAR PRADESH - 228125
53	STATE BANK OF INDIA PBB PYAGIPUR BRANCH NEAR FCI GARDEN, PAYAGIPUR CHAURAHА SULTANPUR UTTAR PRADESH - 228001
54	STATE BANK OF INDIA AVADH UNIVERSITY BRANCH SULTANPUR ROAD FAIZABAD UTTAR PRADESH - 224001
55	STATE BANK OF INDIA HAZRATGANJ BRANCH 1, SHAHNAJAF ROAD HAZRATGANJ LUCKNOW, UTTAR PRADESH – 226001
56	STATE BANK OF INDIA NEELMATHA BRANCH

	HARIHARPUR NEELMATHA LUCKNOW UTTAR PRADESH - 226002
57	STATE BANK OF INDIA BUDESHWAR CHAURAHA BRANCH BUDESHWAR CHAURAHA LUCKNOW UTTAR PRADESH – 226017
58	STATE BANK OF INDIA VIDHAN SABHA MARG BRANCH 19C, VIDHAN SABHA MARG LUCKNOW UTTAR PRADESH - 226001
59	STATE BANK OF INDIA HARAKH BRANCH HAIDERGARH ROAD BARABANKI UTTAR PRADESH - 225121
60	STATE BANK OF INDIA KOTWA SADAK BRANCH POST: HATAUNDHA BARABANKI UTTAR PRADESH – 225415
61	STATE BANK OF INDIA TIKAITNAGAR BRANCH BARABANKI UTTAR PRADESH - 225415
62	STATE BANK OF INDIA SAFDARGANJ BRANCH BARABANKI UTTAR PRADESH - 225415
63	STATE BANK OF INDIA MAHSI BRANCH BAHRAICH UTTAR PRADESH – 271824
64	STATE BANK OF INDIA RUPAIDIHA BRANCH TAL NANPARA BAHRAICH UTTAR PRADESH – 271881
65	STATE BANK OF INDIA JAITAPUR BAZAR BRANCH TEHSIL - MAHSI BAHRAICH UTTAR PRADESH - 271902
66	STATE BANK OF INDIA RBO – VI, BARABANKI UTTAR PRADESH - 225001
67	STATE BANK OF INDIA VIBHUTI KHAND BRANCH GOMTI NAGAR LUCKNOW UTTAR PRADESH – 226010
68	STATE BANK OF INDIA UTRETHIA BRANCH NEAR POWER HOUSE, SECTOR 9-B VRINDAVAN YOJANA, LUCKNOW UTTAR PRADESH - 226002
69	STATE BANK OF INDIA PATRAKARAPURAM BRANCH GOMTINAGAR,

	LUCKNOW UTTAR PRADESH - 226010
70	STATE BANK OF INDIA KANPUR ROAD BRANCH SINGAR NAGAR KANPUR ROAD LUCKNOW UTTAR PRADESH – 226005
71	STATE BANK OF INDIA SAINIK SCHOOL BRANCH SCOOTER INDIA CHOWRAHA, SAROJINI NAGAR, LUCKNOW UTTAR PRADESH – 226008
72	STATE BANK OF INDIA PBB AASHIANA BRANCH SECTOR L, AASHIANA COLONY, KANPUR ROAD, LUCKNOW UTTAR PRADESH - 226012
73	STATE BANK OF INDIA SARAI SHEKH BRANCH SATRIKH ROAD , CHINHAT LUCKNOW UTTAR PRADESH – 227105
74	STATE BANK OF INDIA AMAUSI INDUSTRIAL AREA BRANCH LUCKNOW UTTAR PRADESH - 226008
75	STATE BANK OF INDIA RBO – VII, HABIBULLAH ESTATE, HAZARATGANJ LUCKNOW UTTAR PRADESH - 226001
76	STATE BANK OF INDIA BIJNOR BRANCH CRPF CAMPUS BIJNOR LUCKNOW UTTAR PRADESH - 226002
77	STATE BANK OF INDIA EKTA VIHAAR BRANCH EKTA VIHAAR MORADABAD – 244001
78	STATE BANK OF INDIA THAKURDWARA CITY BRANCH TEHSIL - THAKURDWARA MORADABAD – 244001
79	STATE BANK OF INDIA ASSAM RAD PURANPUR BRANCH KOTWALI ROAD, TEHSIL - PURANPUR PILIBHIT – 262122
80	STATE BANK OF INDIA PAKKA KATRA BRANCH KRISHI UTPADAN MANDI SAMITI, TILHAR SHAHJAHANPUR - 242307
81	STATE BANK OF INDIA ABHAYPUR BRANCH POST- BHOJIPURA NAINITAL ROAD BAREILLY

82	STATE BANK OF INDIA MIRZAPUR BRANCH BLOCK - MIRZAPUR TEHSIL - JALALABAD SHAHJAHANPUR – 242127
83	STATE BANK OF INDIA BRAHM BAZAR BRANCH SAMBHAL UP – 202412
84	STATE BANK OF INDIA PILI KOTHI BRANCH MORADABAD – 244001
85	STATE BANK OF INDIA NAWADA INDIPUR BRANCH BLOCK DADRAUL TEHSIL - SADAR SHAHJAHANPR - 243001
86	STATE BANK OF INDIA GHANTA GHAR BRANCH BADAUN – 243601
87	STATE BANK OF INDIA NAUSHERA BRANCH BADAUN – 243601
88	STATE BANK OF INDIA KHASPURA BRANCH NOORPUR MORADABAD ROAD BIJNOR – 346734
89	STATE BANK OF INDIA MADANPUR BRANCH TEHSIL SADAR SHAHJAHANPUR – 244601
90	STATE BANK OF INDIA MAWASI BRANCH RAMPUR UTTAR PRADESH - 244924
91	STATE BANK OF INDIA PARSAKHERA BRANCH C.B. GANJ BAREILLY – 243502
92	STATE BANK OF INDIA TANAKPUR ROAD BRANCH NAKTA DANA CHAURAHA CIVIL LINES PILIBHIT – 243301
93	STATE BANK OF INDIA RAM NAGAR BRANCH TEHSIL - AONLA BAREILLY – 243301
94	STATE BANK OF INDIA SENDHA BRANCH TEHSIL- MOHAMMDPUR PATHRA AONLA BAREILLY – 243301
95	STATE BANK OF INDIA BAHJOI CITY BRANCH SAMBHAL UTTAR PRADESH - 244412
96	STATE BANK OF INDIA BILAKUNDA BRANCH (DUNGARPUR) MORDABAD – 244925

97	STATE BANK OF INDIA BAHJUIA BRANCH TEHSIL - AONLA BAREILLY – 243301
98	STATE BANK OF INDIA DELAPEER BRANCH NEAR KESHLATA HOSPITAL POST- IZZATNAGAR BAREILLY – 243122
99	STATE BANK OF INDIA HARRUNAGLA BRANCH BISALPUR ROAD BAREILLY – 243006
100	STATE BANK OF INDIA KANDHARPUR BRANCH LAL PHATAK ROAD BAREILLY - 2443001
101	STATE BANK OF INDIA KURMANCHAL NAGAR BRANCH POST - IZZATNAGAR BAREILLY – 243122
102	STATE BANK OF INDIA NAGARIA PARIKSHIT BRANCH NEAR SHAHEED GATE NANITAL ROAD , BAREILLY – 243122
103	STATE BANK OF INDIA RAM GANGA VIHAR BRANCH PHASE-1, KANTH ROAD MORADABAD UTTAR PRADESH - 244001
104	STATE BANK OF INDIA REGIONAL BUSINESS OFFICE - VI RAMPUR UTTAR PRADESH – 244901
105	STATE BANK OF INDIA J. S. HINDU COLLEGE BRANCH AMROHA UTTAR PRADESH - 244221
106	STATE BANK OF INDIA DHANAURA BRANCH POST- NAZIBABAD BIJNOR – 246763
107	STATE BANK OF INDIA SAIFNI BRANCH, RAMPUR – 202411
108	STATE BANK OF INDIA PRAKASH NAGAR BRANCH MORADABAD – 244001
109	STATE BANK OF INDIA SENDHA BRANCH POST- MOHAMMADPUR PATHERA BAREILLY – 243301
110	STATE BANK OF INDIA MODEL TOWN BRANCH OPP. KHUSLOK HOSPITAL POST - SHYAM GANJ BAREILLY - 243122
111	STATE BANK OF INDIA RAFIABAD KALAN BRANCH TEHSIL - JALALABAD SHAHJAHANPUR – 242127

112	STATE BANK OF INDIA REHAR BRANCH BIJNOR - 46722
113	STATE BANK OF INDIA BILASPUR MANDI BRANCH NAVIN MANDI STHAL TEHSIL - BILASPUR RAMPUR – 244921
114	STATE BANK OF INDIA GOPAMAU BRANCH HARDOI UTTAR PRADESH - 241404
115	STATE BANK OF INDIA SAURIKH BRANCH KANNAUJ UTTAR PRADESH - 209728
116	STATE BANK OF INDIA HAMIRPUR ROAD BRANCH KANPUR UTTAR PRADESH – 209214
117	STATE BANK OF INDIA MADANPUR BRANCH FARRUKKHABAD UTTAR PRADESH - 209743
118	STATE BANK OF INDIA IBRAHIMGANJ CHHIBRAMAU BRANCH KANNAUJ UTTAR PRADESH – 209721
119	STATE BANK OF INDIA KAHINJARI BRANCH RASOOLABAD ROAD KANPUR DEHAT UTTAR PRADESH – 209204
120	STATE BANK OF INDIA SHIVLI BRANCH KANPUR DEHAT UTTAR PRADESH - 209204
121	STATE BANK OF INDIA RASDHAN BRANCH MAIN CHAURAHA, RASDHAN KANPUR DEHAT UTTAR PRADESH – 209115
122	STATE BANK OF INDIA ARAOUL BRANCH KANPUR UTTAR PRADESH – 209202
123	STATE BANK OF INDIA RAIL MANDI BRANCH JASWANT NAGAR ETAWAH UTTAR PRADESH - 206265
124	STATE BANK OF INDIA BAKEWAR BRANCH ETAWAH UTTAR PRADESH – 206124
125	STATE BANK OF INDIA EKDIL BRANCH EKDIL CHAURAHA ETAWAH UTTAR PRADESH - 206126

126	STATE BANK OF INDIA KONCH BRANCH KONCH KANPUR UTTAR PRADESH – 285205
127	STATE BANK OF INDIA BARUA SAGAR BRANCH NEAR NAGARPALIKA PARISHAD JHANSI UTTAR PRADESH – 284201
128	STATE BANK OF INDIA RAKSA BRANCH JHANSI UTTAR PRADESH - 284419
129	STATE BANK OF INDIA CHIGLAUWA BRANCH LALITPUR UTTAR PRADESH – 284403
130	STATE BANK OF INDIA UTTARIPURA BRANCH UTTARIPURA KANPUR UTTAR PRADESH - 209210
131	STATE BANK OF INDIA ADB BANGARMAU BRANCH UNNAO UTTAR PRADESH - 209858
132	STATE BANK OF INDIA PB BRANCH, ETAWAH UTTAR PRADESH - 206001
133	STATE BANK OF INDIA PBB FARRUKHABAD BRANCH FARRUKHABAD UTTAR PRADESH - 209601
134	STATE BANK OF INDIA SANDI BRANCH HARDOI UTTAR PRADESH – 241001
135	STATE BANK OF INDIA HARDOI CITY BRANCH HARDOI UTTAR PRADESH - 241001
136	STATE BANK OF INDIA JAHANGANJ BRANCH FARRUKHABAD UTTAR PRADESH - 209739
137	STATE BANK OF INDIA PALI BRANCH HARDOI UTTAR PRADESH - 241123
138	STATE BANK OF INDIA KAMPIL BRANCH FARRUKHABAD UTTAR PRADESH – 207505
139	STATE BANK OF INDIA ELITE CROSSING BRANCH, 98, CIVIL LINES JHANSI UTTAR PRADESH - 284001
140	STATE BANK OF INDIA KOYLA NAGAR BRANCH

	KANPUR UTTAR PRADES - 208011
141	STATE BANK OF INDIA MIYAGANJ BRANCH LUCKNOW BANGARMAU ROAD UNNAO UTTAR PRADESH - 209870
142	STATE BANK OF INDIA UNCHGOAN BRANCH UNNAO UTTAR PRADESH - 209863
143	STATE BANK OF INDIA BITHOOR BRANCH KANPUR UTTAR PRADESH - 209210
144	STATE BANK OF INDIA SPECIALISED PBB BRANCH KANPUR UTTAR PRADESH - 208002
145	STATE BANK OF INDIA REGIONAL BUSINESS OFFICE - VII, ADMINISTRATIVE OFFICE KANPUR UTTAR PRADESH - 208001
146	STATE BANK OF INDIA SUJATGANJ BRANCH COD CAMPUS KANPUR UTTAR PRADESH - 208013
147	STATE BANK OF INDIA REGIONAL BUSINESS OFFICE - II, ADMINISTRATIVE OFFICE KANPUR UTTAR PRADESH - 208001
148	STATE BANK OF INDIA TIRLOK MARKET BRANCH RAMADEVI G T ROAD KANPUR UTTAR PRADESH - 208007
149	STATE BANK OF INDIA PATARA CHUARAH BRANCH KANPUR HAMIRPUR HIGHWAY KANPUR UTTAR PRADESH - 209308
150	STATE BANK OF INDIA PBB UNNAO UNNAO UTTAR PRADESH - 209881
151	STATE BANK OF INDIA SAMTHAR BRANCH NEAR NAGAR PALIKA PARISHAD JHANSI UTTAR PRADESH - 284304
152	STATE BANK OF INDIA PADILA MAHADEV BRANCH CRPF CAMPUS ALLAHABAD UTTAR PRADESH - 211013
153	STATE BANK OF INDIA LALGOPAL GANJ BRANCH ALLAHABAD UTTAR PRADESH - 229413

154	STATE BANK OF INDIA SARENI BRANCH RAE BARELI UTTAR PRADESH - 229212
155	STATE BANK OF INDIA RANIGANJ BRANCH OPP. SWAMI KARPATRI INTER COLLEGE PRATAPGARH UTTAR PRADESH - 230304
156	STATE BANK OF INDIA KRASHI UTPADAN MANDI BRANCH KAUSHAMBI UTTAR PRADESH – 212207
157	STATE BANK OF INDIA RAILWAY COACH FACTORY BRANCH POST – LALGANJ RAE BARELI UTTAR PRADESH - 229212
158	STATE BANK OF INDIA RANIGANJ BRANCH AMETHI UTTAR PRADESH - 229402
159	STATE BANK OF INDIA HARCHANDPUR BRANCH RAEBARELI UTTAR PRADESH - 229303
160	STATE BANK OF INDIA GAURA BRANCH RAE BARELI UTTAR PRADESH - 229204
161	STATE BANK OF INDIA MADHUPURI BRANCH DALMAU ROAD RAE BARELI UTTAR PRADESH - 229405
162	STATE BANK OF INDIA BABUGANJ TEHSIL - UNCHAHAR RAE BARELI UTTAR PRADESH – 229205
163	STATE BANK OF INDIA KHIRO BRANCH RAE BARELI UTTAR PRADESH - 229205
164	STATE BANK OF INDIA SEMRAUTA BRANCH RAEBARELI UTTAR PRADESH - 229126
165	STATE BANK OF INDIA JAGATPUR BRANCH RAEBARELI UTTAR PRADESH - 229402
166	STATE BANK OF INDIA KUNDANGANJ BRANCH RAEBARELI UTTAR PRADESH – 229303
167	STATE BANK OF INDIA UMRAN BRANCH RAEBARELI UTTAR PRADESH – 229404

168	STATE BANK OF INDIA DUSAUTI BRANCH RAE BARELI UTTAR PRADESH – 229306
169	STATE BANK OF INDIA TRIVENIPURAM BRANCH ALLAHABAD UTTAR PRADESH – 211019
170	STATE BANK OF INDIA TAGORE TOWN BRANCH ALLAHABAD UTTAR PRADESH - 211012
171	STATE BANK OF INDIA ALIGANJ BRANCH BANDA UTTAR PRADESH - 210001
172	STATE BANK OF INDIA RADHEYNAGAR BRANCH FATHEPUR UTTAR PRADESH – 212601
173	STATE BANK OF INDIA MAHOBIA CITY BRANCH MAHOBIA UTTAR PRADESH – 210427
174	STATE BANK OF INDIA TILOI BRANCH AMETHI SULTANPUR UTTAR PRADESH – 229402
175	STATE BANK OF INDIA SUCHI BRANCH POST: AMETHI SULTANPUR UTTAR PRADESH - 229402
176	STATE BANK OF INDIA WARISGANJ BRANCH AMETHI UTTAR PRADESH – 229402
177	STATE BANK OF INDIA GANDHINAGAR BRANCH AMETHI UTTAR PRADESH – 229402
178	STATE BANK OF INDIA CHHATOH BRANCH AMETHI UTTAR PRADESH – 229402
179	STATE BANK OF INDIA BINDAGANJ BRANCH AMETHI UTTAR PRADESH - 229402
180	STATE BANK OF INDIA AHORWA BHAWANI BRANCH VILL- SINGHPUR, AMETHI UTTAR PRADESH - 229135
181	STATE BANK OF INDIA UMRI BRANCH AMETHI UTTAR PRADESH – 229127
182	STATE BANK OF INDIA PANWARI BRANCH MAHOBIA UTTAR PRADESH - 210429

183	STATE BANK OF INDIA BABUGANJ BRANCH PRATAPGARH UTTAR PRADESH - 230503
184	STATE BANK OF INDIA PASCHIMGAON BRANCH SANGIPUR ROAD PRATAPGARH UTTAR PRADESH – 230503
185	STATE BANK OF INDIA KOTWA BRANCH ALLAHABAD UTTAR PRADESH - 221505
186	STATE BANK OF INDIA NOORUDDINPUR ZILLA BRANCH AMETHI UTTAR PRADESH – 229127
187	STATE BANK OF INDIA SARILA BRANCH HAMIRPUR UTTAR PRADESH - 210432
188	STATE BANK OF INDIA MEJA URJA NIGAM PVT. LTD. BRANCH ALLAHABAD UTTAR PRADESH - 212301
189	STATE BANK OF INDIA DILEEPUR BRANCH PRATAPGARH UTTAR PRADESH – 230127
190	STATE BANK OF INDIA GAURA BRANCH TEHSIL – RANIGANJ PRATAPGARH UTTAR PRADESH - 230306
191	STATE BANK OF INDIA HASWA BRANCH FATEHPUR UTTAR PRADESH – 212645
192	STATE BANK OF INDIA SPECIALISED NRI BRANCH ALLAHABAD UTTAR PRADESH - 211002
193	STATE BANK OF INDIA TRIVENI BRANCH 04 KUTCHERY ROAD ALLAHABAD UTTAR PRADESH - 211002
194	STATE BANK OF INDIA REGIONAL BUSINESS OFFICE – V 10-C KUTCHERY ROAD ALLAHABAD UTTAR PRADESH - 211002
195	STATE BANK OF INDIA CIVIL LINES BRANCH LUCKNOW ALLAHABAD ROAD RAE BARELI UTTAR PRADESH - 229001
196	STATE BANK OF INDIA PBB BRANCH ASHOK NAGAR

	ALLAHABAD UTTAR PRADESH - 211001
197	STATE BANK OF INDIA CIVIL LINES ALLAHABAD BRANCH ALLAHABAD UTTAR PRADESH – 211001
198	STATE BANK OF INDIA TRIPURA CHAURAHA BRANCH LUCKNOW ALLAHABAD ROAD RAE BARELI UTTAR PRADESH - 229001
199	STATE BANK OF INDIA REGIONAL BUSINESS OFFICE – VI NEAR CARPENTARY SCHOOL ALLAHABAD UTTAR PRADESH - 211002
200	STATE BANK OF INDIA SHIVGARH BRANCH RAE BARELI UTTAR PRADESH - 229308
201	STATE BANK OF INDIA SEMRI BRANCH NEAR BHAVNIGARH CHAURAHA RAEBARELI UTTAR PRADESH - 229206
202	STATE BANK OF INDIA NASEERABAD BRANCH RAEBARELI UTTAR PRADESH – 229307
203	STATE BANK OF INDIA SUBANSA BRANCH PRATAPGARH UTTAR PRADESH - 230306

कोयला मंत्रालय

आदेश

नई दिल्ली, 25 मई, 2017

का.आ. 1298.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी भारत के राजपत्र, असाधारण, भाग II, खंड 3, उप-खंड (ii), तारीख 17 फरवरी, 2014 में प्रकाशित, भारत सरकार के कोयला मंत्रालय की अधिसूचना का. आ. संख्यांक 413(अ), तारीख 14 फरवरी, 2014 के प्रकाशन पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), में या उस पर के सभी अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विलंगमों से मुक्त होकर, आत्मंतिक रूप से केन्द्रीय सरकार में निहित हो गए हैं;

और, केन्द्रीय सरकार का यह समाधान हो गया है, कि सेंट्रल कोलफील्ड्स लिमिटेड, जिला रांची-834001,झारखंड (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निवंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है, कि उक्त भूमि और इस प्रकार निहित उक्त भूमि में या उस पर के सभी अधिकार तारीख 17 फरवरी, 2014 से केन्द्रीय

सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निवंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

- (1) सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानियों और वैसी ही मदों की बाबत किए गए संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;
- (2) शर्त (1) के अधीन सरकारी कंपनी द्वारा केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और किसी ऐसे अधिकरण और अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन किए जाएंगे और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में अपीलों आदि जैसी सभी विधिक कार्यवाहियों के संबंध में उपगत, सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे ;
- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;
- (4) सरकारी कंपनी को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना भूमियों को किन्हीं अन्य व्यक्तियों को अंतरित करने की शक्ति नहीं होगी ; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं ।

[फा. सं. 43015/17/2017-एलए एण्ड आईआर]

एन. के. सिंह, उप सचिव

MINISTRY OF COAL

ORDER

New Delhi, the 25th May, 2017

S.O. 1298.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 413(E), dated the 14th February, 2014, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 17th February, 2014, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and all rights in or over the said land described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas, the Central Government is satisfied that the Central Coalfields Limited, District Ranchi-834001, Jharkhand (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs, that the said land and all rights in or over the said land so vested shall with effect from the 17th February, 2014 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely:-

1. The Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
2. A Tribunal shall be constituted under section 14 of the said Act for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government Company;
3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said land so vested;

4. The Government Company shall have no power to transfer the lands to any other persons without the prior approval of the Central Government ; and
5. The Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43015/17/2017-LA & IR]

N. K. SINGH, Dy. Secy.

आदेश

नई दिल्ली, 25 मई, 2017

का.आ. 1299.— कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी भारत के राजपत्र, असाधारण, भाग II, खंड 3, उप-खंड (ii), तारीख 28 अक्टूबर, 2015 में प्रकाशित, भारत सरकार के कोयला मंत्रालय की अधिसूचना का. आ. संख्यांक 2936(अ), तारीख 28 अक्टूबर, 2015 के प्रकाशन पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), में या उस पर के सभी अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विलंगमों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए हैं;

और, केन्द्रीय सरकार का यह समाधान हो गया है, कि सेंट्रल कोलफिल्ड्स लिमिटेड, जिला रांची-834001,झारखंड (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निवंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है, कि इस प्रकार निहित भूमि में या उस पर के सभी अधिकार तारीख 28 अक्टूबर, 2015 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निवंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

- (1) सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानियों और वैसी ही मदों के संबंध में किए गए संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;
- (2) शर्त (1) के अधीन सरकारी कम्पनी द्वारा केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी भांति इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में अपीलों आदि जैसी सभी विधिक कार्यवाहियों के संबंध में उपगत, सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे ;
- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;
- (4) सरकारी कंपनी को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त भूमियों को किन्हीं अन्य व्यक्तियों को अंतरित करने की शक्ति नहीं होगी ; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमियों के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं ।

[फा. सं. 43015/18/2017-एलए एण्ड आईआर]

एन. के. सिंह, उप सचिव

ORDER

New Delhi, the 25th May, 2017

S.O. 1299.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 2936(E), dated the 28th October, 2015, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 28th October, 2015, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in or over the said land described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas, the Central Government is satisfied that the Central Coalfields Limited, District Ranchi-834001, Jharkhand (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs, that the said land and all rights in or over the said land so vested shall with effect from the 28th October, 2015 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely :-

1. The Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
2. A Tribunal shall be constituted under section 14 of the said Act for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government Company;
3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said land so vested;
4. The Government Company shall have no power to transfer the lands to any other persons without the prior approval of the Central Government ; and
5. The Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43015/18/2017-LA & IR]

N. K. SINGH, Dy. Secy.

वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 19 मई, 2017

का.आ. 1300.—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उप-नियम (2) के साथ परिवर्तित, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार की शासकीय राजपत्र भाग II, खंड 3, उप-खंड (ii) में प्रकाशित भारत सरकार के वाणिज्य एवं उद्योग मंत्रालय की अधिसूचना सं. का.आ. 1413, दिनांकित 13 जुलाई, 2015 में निम्नलिखित संशोधन करती है, अर्थात :

उक्त अधिसूचना में, पहले पैरा में विनिर्दिष्ट शब्दों, “खनिजों और अयस्कों का पारादीप में” के स्थान पर शब्दों, “खनिजों और अयस्कों का पारादीप तथा धामरा में” को प्रतिस्थापित किया जाएगा ।

[फा. सं. 4/2/2015-निर्यात निरीक्षण]

संतोष कुमार सारंगी, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 19th May, 2017

S.O. 1300.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Commerce and Industry number S.O. 1413, dated the 13th July, 2015, published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 18th July, 2015, namely :—

In the said notification, in the opening paragraph, for the words “Minerals and Ores at Paradip”, the words “Minerals and Ores at Paradip and Dhamra Ports” shall be substituted.

[F. No. 4/2/2015-Export Inspection]

SANTOSH KUMAR SARANGI, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 8 मई, 2017

का.आ. 1301.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आँल इंडिया रेडियो के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, कोटा के पंचाट (संदर्भ संख्या 27/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04.05.2017 को प्राप्त हुआ था।

[सं. एल-42012/55/2001-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 8th May, 2017

S.O. 1301.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2001) of the Labour Court, Kota as shown in Annexure, in the industrial dispute between the management of AIR and their workmen, received by the Central Government on 04.05.2017.

[No. L-42012/55/2001-IR (CM-II)]

RAJENDER SINGH, Section Officer

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा, (राज.)

पीठासीन अधिकारी— श्रीमती अनिता शर्मा, आर.एच.जे.एस. निर्देश

प्रकरण क्रमांक : औ.न्या. (केन्द्रीय)-27/2001

दिनांक स्थापित : 12/11/2001

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्र. एल-42012/55/2001 (आईआर(सीएम-II) दिनांक 9/10/2001
निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क) औद्योगिक विवाद अधिनियम, 1947

मध्य

मनमोहन पंचोली पुत्र चन्द्र प्रकाश द्वारा जनरल सेक्रेट्री, हिन्द
मजदूर सभा, बंगाली कोलोनी, छावनी, कोटा।

—प्रार्थी श्रमिक

एवं

कन्द्र अभियन्ता, ऑल इण्डिया रेडियो भारतीय प्रसारण निगम,
झालावाड़(राज.)।

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि : श्री एन.के. तिवारी
अप्रार्थी नियोजक की ओर से प्रतिनिधि : श्री आर.सी.गोयल
अधिनिर्णय दिनांक: 19/5/2016

::अधिनिर्णय::

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 9/10/2001 के जरिये निम्न निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त “अधिनियम” से सम्बोधित किया जावेगा) की धारा 10(1) (घ) एवं उपधारा 2(क) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:-

“Whether the termination of service of Shri Manmohan Pancholi S/o Sri Chandra Prakash by the management of All India Radio, Jhalawar from 1/4/2000 is legal and justified? If not, to whar relief he is entitled to?”

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना/नोटिस जारी कर विधिवत अवगत करवाया गया।

3. प्रार्थी ने अपना क्लेम स्टेटमेन्ट न्यायाधिकरण के समक्ष प्रस्तुत कर व्यक्त किया है कि प्रार्थी को अप्रार्थी कन्द्र अभियन्ता, प्रसार भारती, भारतीय प्रसारण निगम, आकाशवाणी, झालावाड़ द्वारा पत्र दि. 16/3/90 के द्वारा हेल्पर के कार्य हेतु दि. 10/4/90 को आकाशवाणी, झालावाड़ पर साक्षात्कार टेस्ट हेतु बुलवाया गया था। दि. 1/2/92 से अप्रार्थी नियोजक ने प्रार्थी को पम्प ऑपरेटर रखरखाव व विद्युत रखरखाव आदि कार्य के लिए सेवा में नियोजित किया था तथा समय—समय पर प्रार्थी की सेवा अवधि के सम्बन्ध में नियोजक निर्देश देता रहा। प्रार्थी की उपस्थिति रजिस्टर में दर्ज होती थी तथा प्रार्थी का कार्य समय प्रातः 10 बजे से सायंकाल 5 बजे तक नियत था। प्रार्थी को वेतन मासिक दर से दिया जाता था, परन्तु नियोजक प्रार्थी को औ.वि.अधिनियम के प्रावधानों से वंचित रखने के लिए अनुबन्ध व ठेका बताये जाने की कार्यवाही करता था। प्रार्थी ने अप्रार्थी नियोजक के यहां दि. 1/2/92 से 31/3/2000 तक निरन्तर कार्य करते हुए उक्त अवधि में 240 दिन से काफी अधिक समय तक कार्य कर लिया था, परन्तु अप्रार्थी ने औ.वि.अधिनियम की धारा 25-एफ, जी एवं एच तथा अन्य आज्ञापक प्रावधानों का उल्लंघन कर प्रार्थी से दि. 1/4/2000 से कार्य लेना बन्द कर दिया व प्रार्थी की छंटनी कर दी। प्रार्थी नियोजक के यहां रोजाना डयूटी हेतु चक्कर लगाता रहा, परन्तु नियोजक ने प्रार्थी की उपस्थिति दर्ज नहीं की व प्रार्थी को डयूटी पर भी नहीं लिया। प्रार्थी ने दि. 12/5/2000 को नियोजक को रजि.ए.डी. पत्र द्वारा प्रार्थना—पत्र प्रेषित कर पत्र प्राप्ति के 3 दिन में डयूटी पर लेने की मांग की, अन्यथा कानूनी कार्यवाही किये जाने बाबत सूचित किया। उक्त पत्र नियोजक को दि. 16/5/2000 को प्राप्त हो गया, परन्तु नियोजक ने उक्त पत्र का कोई उत्तर नहीं दिया, ना ही प्रार्थी को डयूटी पर लिया। नियोजक ने प्रार्थी को नौकरी से निकाले जाने के बाद पप्पू मेडा कश्यप पुत्र प्यारलाल कश्यप को सेवा में नियोजित कर लिया है, परन्तु प्रार्थी को नियोजन हेतु कोई अवसर प्रदान नहीं किया। प्रार्थी को नौकरी से हटाये जाने के समय प्रार्थी से कनिष्ठ मथुरा प्रसाद व नन्दलाल नियोजक के नियोजन मौजूद थे व आज भी है। परिणामतः प्रार्थी ने नियोजक के यहां स्वयं को पिछले सम्पूर्ण वेतन व लाभों सहित सेवा में बहाल किये जाने की प्रार्थना न्यायाधिकरण से की है।

4. उपरोक्त क्लेम स्टेटमेन्ट का जवाब प्रस्तुत कर अप्रार्थी की ओर से व्यक्त किया गया है कि आकाशवाणी, झालावाड़ में हेल्पर के एक पद पर भर्ती किये जाने हेतु भारत सरकार की निर्धारित प्रक्रिया के अन्तर्गत जिला रोजगार कार्यालय, झालावाड़ से योग्य अभ्यर्थियों की सूची प्राप्त हुई थी जिसमें प्रार्थी का नाम भी था। सभी 19 अभ्यर्थियों को बलुवा पत्र भेजकर उन्हें टेस्ट एवं साक्षात्कार में सम्मिलित होने के लिए दि. 10/4/90 को आकाशवाणी, झालावाड़ के कार्यालय में बुलवाया गया था। 19 अभ्यर्थियों में से प्रार्थी सहित कुल 15 अभ्यर्थी उक्त दिनांक को टेस्ट एवं साक्षात्कार के लिए उपस्थित हुए थे। नियमानुसार योग्य अभ्यर्थियों के चयन हेतु अध्यक्ष सहित पांच सदस्यों की एक चयन समिति गठित की गयी थी। उक्त चयन समिति द्वारा टेस्ट एवं साक्षात्कार के बाद मात्र 2 अभ्यर्थियों की चयनित सूची बनायी गयी थी उसमें प्रार्थी का नाम नहीं था। अर्थात् चयन समिति द्वारा प्रार्थी के नाम का चयन नहीं किया गया था। टेस्ट एवं साक्षात्कार के लिए अभ्यर्थियों को बुलवाना एवं अभ्यर्थियों का उसमें सम्मिलित होना मात्र, उन्हें सेवा में लेने रखने की गारण्टी नहीं होती। प्रार्थी को आकाशवाणी, झालावाड़ में कभी किसी पद पर नियोजित नहीं किया गया था, ना ही उसे कभी अनुबन्ध अथवा ठेके पर रखा गया इसलिए उसे सेवा से अलग करने अथवा निकालने का कोई प्रश्न ही उत्पन्न नहीं होता, ना ही नोटिस अथवा नोटिस वेतन व छंटनी का मुआवजा दिये जाने का प्रश्न उत्पन्न होता है। मथुरा प्रसाद नाम से मिलता-जुलता एक व्यक्ति मथुरालाल लववंशी को छोड़कर शेष कोई भी व्यक्ति अप्रार्थी विभाग में नियोजित नहीं रहा है, ना ही आज की तारीख में नियोजित है। मथुरालाल लववंशी हाड़ौती भाषा में प्रसारित होने वाले

खेती, गृहस्थी जैसे कार्यक्रमों में एक समायोजक के रूप में भाग लेता है जिसके लिए कानूनी तरीके से प्रत्येक कार्यक्रम का अनुबन्ध तैयार किया जाता है व उन्हें एक दिन के कार्यक्रम के लिए 250/-रु. शुल्क दिया जाता है। प्रार्थी को जब नियोजित ही नहीं किया गया तो उपरिथित रजिस्टर में उसकी उपस्थिति दर्ज होने, आने-जाने का समय निर्धारित करने व मासिक दर से वेतन आदि दिये जाने का प्रश्न ही उत्पन्न नहीं होता। अप्रार्थी कार्यालय में दि. 16/5/2000 को एक पंजीकृत पत्र प्राप्त हुआ था जिसका जवाब अप्रार्थी कार्यालय के पत्र दि. 20/5/2000 से पंजीकृत डाक मुख्य डाकघर, झालावाड़ के जरिये प्रार्थी को दिया गया था। प्रार्थी द्वारा असत्य, निराधार एवं मनगढ़न्त तथ्य अंकित कर अपना क्लेम स्टेटमेन्ट प्रस्तुत करना व्यक्त किया गया है। परिणामतः अप्रार्थी द्वारा प्रार्थी की ओर से प्रस्तुत किया गया क्लेम स्टेटमेन्ट खारिज किये जाने की प्रार्थना न्यायालय से की गयी है।

5. प्रार्थी की ओर से उक्त जवाब का जवाबलुजवाब में दस्तावेज के प्रस्तुत कर व्यक्त किया गया है कि नियोजक ने प्रार्थी को कोई नियुक्ति-पत्र नहीं दिया। दैनिक वेतन भोगी श्रमिकों को नियोजक के यहां नियुक्ति-पत्र नहीं दिये जाते हैं, किसी प्रकार की वेज-स्लिप भी नहीं देते हैं, उपरिथित कार्ड एवं जोब-कार्ड भी प्रदान नहीं किये जाते हैं व ना ही हटाने का कोई पत्र दिया जाता है। सभी दस्तावेजी साक्ष्य नियोजक के कब्जे में हैं। उक्त जवाबलुजवाब के माध्यम से अप्रार्थी नियोजक द्वारा प्रस्तुत जवाब क्लेम स्टेटमेन्ट निरस्त किये जाने व प्रार्थी को पिछले सम्पूर्ण वेतन में समस्त लाभों के सेवा पर बहाल किये जाने की प्रार्थना की गयी है।

6. उपरोक्त जवाबलुजवाब का जवाब अप्रार्थी की ओर से प्रस्तुत कर व्यक्त किया गया है कि प्रार्थी द्वारा जवाबलुजवाब के साथ प्रस्तुत किये गये दस्तावेज में से कोई भी दस्तावेज आकाशवाणी, झालावाड़ के नहीं हैं। उक्त दस्तावेजात मै. विष्णु इलेक्ट्रिकल्स के अभिलेख हैं, अतः यदि प्रार्थी द्वारा कहीं कार्य किया गया है तो वह मै. विष्णु इलेक्ट्रिकल नाम की संस्था है तथा प्रार्थी उक्त संस्था के समक्ष अपना पक्ष रख सकता है। अप्रार्थी द्वारा प्रार्थी को किसी भी पद पर किसी भी समय नियोजित किये जाने से इन्कार किया गया है, अतः प्रार्थी द्वारा 240 दिन से अधिक समय तक कार्य किये जाने का प्रश्न ही उत्पन्न नहीं होता। परिणामतः अप्रार्थी द्वारा पुनः प्रार्थी की ओर से प्रस्तुत किया गया क्लेम स्टेटमेन्ट खारिज किये जाने की प्रार्थना की गयी है।

7. साक्ष्य में स्वयं प्रार्थी श्रमिक मनमोहन पंचोली तथा अप्रार्थी पक्ष की ओर से आर.एस.त्यागी के शपथ-पत्र प्रस्तुत किये गये हैं; जिनसे दोनों पक्षों के प्रतिनिधिगण द्वारा एक-दूसरे पक्ष के शपथ-पत्रों पर जिरह की गयी है। प्रलेखीय साक्ष्य में प्रार्थी की ओर से प्रदर्श डब्ल्यू.1 लगायत डब्ल्यू.67 तथा डब्ल्यू.69 लगा. डब्ल्यू.74 दस्तावेजात व अप्रार्थी पक्ष की ओर से प्रदर्श एम.1 लगायत एम.71 प्रलेख प्रस्तुत कर प्रदर्शित करवाये गये हैं

8. उभयपक्ष के विद्वान प्रतिनिधिगण की बहस सुनी गयी, उनकी ओर से लिखित बहस भी प्रस्तुत की गयी, जिसका तथा अभिलेख पर उपलब्ध साक्ष्य व सामग्री का ध्यानपूर्वक परिशीलन किया गया।

9. विद्वान प्रतिनिधि प्रार्थी की ओर से न्यायाधिकरण के समक्ष तर्क रखा गया है कि प्रार्थी ने अप्रार्थी के नियोजन में दि. 1/2/92 से पम्प-ऑपरेटर रख-रखाव व विद्युत रख-रखाव आदि कार्य के लिए सेवा में नियोजित होकर दि. 31/1/2000 तक निरन्तर 240 दिन से अधिक समय तक का कार्य पूर्ण कर लिया था, परन्तु अप्रार्थी द्वारा औ.वि.अधिनियम के आज्ञापक प्रावधानों की पालना किये बगैर दिनांक 1/4/2000 से सेवा से निष्कासित कर अवैध रूप से प्रार्थी की छंटनी कर दी, अतः प्रार्थी पिछले सम्पूर्ण वेतन व अन्य लाभों सहित सेवा में बहाल होने का अधिकारी है।

10. इसके विपरीत दूसरी ओर अप्रार्थी की ओर से विद्वान प्रतिनिधि द्वारा तर्क रखा गया है कि प्रार्थी को अप्रार्थी द्वारा किसी भी पद पर किसी भी समय नियोजित नहीं किया गया है, ना ही प्रार्थी द्वारा अप्रार्थी के नियोजन में 240 दिन से अधिक समय तक कार्य किया गया है। अतः मामले में औ.वि.अधिनियम के प्रावधान लागू नहीं होने से प्रार्थी कोई संरक्षण प्राप्त करने का अधिकारी नहीं है, ना ही कोई अनुतोष प्राप्त करने का अधिकारी है। परिणामतः प्रार्थी का क्लेम निरस्त होने योग्य होना व्यक्त किया गया है।

11. इस प्रकार मामले में प्रार्थी का पक्ष रहा है कि प्रार्थी ने अप्रार्थी के नियोजन में दि. 1/2/92 से पम्प ऑपरेटर के पद पर नियोजित होकर दि. 31/3/2000 तक निरन्तर कार्य करते हुए 240 दिन से अधिक समय का कार्य कर लिया था, परन्तु अप्रार्थी द्वारा उसे अवैध रूप से दि. 1/4/2000 से सेवा से निष्कासित कर प्रार्थी की छंटनी कर दी। जब भी कोई कर्मकार नियोजक के नियोजन में निरन्तर 240 दिन तक कार्य किया जाना व्यक्त करता है तो इस तथ्य को सिद्ध करने का भार स्वयं कर्मकार पर रहता है कि उसने सेवा समाप्ति तिथि से ठीक पूर्व के 12 क्लेप्डर माह की अवधि में निरन्तर 240 दिन तक नियोजक के नियोजन में कार्य किया है, जैसा कि माननीय उच्चतम न्यायालय द्वारा अपने निम्न न्यायनिर्णय में अभिमत प्रकट किया गया है:-

(1) "Surendranagar Distt. Panchayat & Anr. v. Gangaben Laljibhai & Ors.-2006(2)ACJ 408(SC)"

12. न्यायदृष्टांत "आर.एम.येल्ट्रटी बनाम सहायक अधिशासी अभियन्ता-2006(108) एफएलआर 213(एससी)" के मामले में माननीय उच्चतम न्यायालय द्वारा यह भी प्रतिपादित किया गया है कि कर्मकार पर 240 दिन लगातार काम करने के तथ्य को साबित करने का जो भार है, उसमें कर्मकार द्वारा केवल मात्र अपने शपथ-पत्र में यह लिख देना कि उसने 240 दिन तक लगातार काम किया, पर्याप्त नहीं होगा, अपितु उसे किसी ठोस मौखिक एवं दस्तावेजी साक्ष्य से इस तथ्य को साबित करना होगा जिससे कि यह तथ्य सम्पुष्ट हो सके। इस सम्बन्ध में न्यायनिर्णय के पेरा संख्या 17 निम्नानुसार है:-

“Analyzing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of terminating of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter of facts of each case. The above however make it clear that mere affidavits or self-serving statements made by the claimant/ workman will not suffice in the matter of discharge of the burden placed for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon facts of each case.”

13. हस्तगत मामले में प्रार्थी ने अप्रार्थी के नियोजन में सेवा समाप्ति की तिथि 1/4/2000 से ठीक पूर्व के 12 कलेण्डर माह की अवधि में निरन्तर 240 दिन कार्य किये जाने के तथ्य को साबित किये जाने हेतु साक्ष्य में स्वयं का शपथ—पत्र न्यायाधिकरण के समक्ष प्रस्तुत कर व्यक्त किया है कि प्रार्थी ने अप्रार्थी के नियोजन में दि. 1/2/92 से पम्प ऑपरेटर के पद पर विद्युत रख—रखाव आदि कार्य के लिए सेवा में नियोजित होकर दि. 31/3/2000 तक निरन्तर कार्य करते हुए 240 दिन से काफी अधिक समय तक कार्य कर लिया है, परन्तु अप्रार्थी नियोजक द्वारा प्रार्थी से बिना किसी पूर्व सूचना के दि. 1/4/2000 से कार्य लेना बन्द कर दिया व प्रार्थी की उपस्थिति भी दर्ज नहीं की तथा प्रार्थी को ड्यूटी पर नहीं लिया। प्रार्थी ने दि. 12/5/2000 को अप्रार्थी को रजिएडी डाक द्वारा प्रार्थना—पत्र प्रेषित कर पत्र प्राप्ति के 3 दिवस में ड्यूटी पर लेने अन्यथा अवधि समाप्त होने पर कानूनी कार्यवाही किये जाने बाबत सूचित किया जिसका अप्रार्थी द्वारा कोई उत्तर नहीं दिया गया, ना ही प्रार्थी को ड्यूटी पर लिया। प्रार्थी की ओर से प्रस्तुत की गयी दस्तावेजी साक्ष्य से प्रकट होता है कि प्रदर्श डब्ल्यू१ आकाशवाणी, झालावाड़ द्वारा प्रार्थी को साक्षात्कार व टेस्ट हेतु बुलाये जाने के पत्र दि. 16/3/90 की जेरोक्स प्रति है। प्रदर्श डब्ल्यू१ के अवलोकन से प्रकट होता है कि प्रार्थी को उक्त पत्र के द्वारा आकाशवाणी, झालावाड़ में साक्षात्कार व टेस्ट हेतु दि. 10/4/90 को प्रातः 10 बजे उपस्थित होने बाबत सूचित किया गया, परन्तु प्रार्थी ने अपनी जिरह में स्वीकार किया है कि इसे कोई नियुक्ति—पत्र नहीं दिया गया। यह साक्षी अपनी जिरह में इस तथ्य को स्वीकार करता है कि इसके पास ऐसा कोई प्रमाण—पत्र नहीं है कि इस साक्षी ने अप्रार्थी के यहां काम किया हो। इस प्रकार उक्त दस्तावेज के माध्यम से केवल मात्र प्रार्थी को हेल्पर के पद हेतु टेस्ट व साक्षात्कार के लिए बुलाया गया है। उक्त दस्तावेज से किसी भी नियमित पद पर नियुक्ति हेतु बुलाया जाना प्रकट नहीं होता, ना ही उक्त दस्तावेज से प्रार्थी द्वारा अप्रार्थी के नियोजन में कोई भी कार्य किया जाना प्रमाणित होता है। इन परिस्थितियों में उक्त दस्तावेज प्रार्थी को कोई लाभ नहीं पहुँचाता है। प्रार्थी ने स्वयं को अप्रार्थी के यहां पम्प ऑपरेटर के रूप में विद्युत रख—रखाव कार्य के लिए सेवा में नियोजित किया जाना व्यक्त किया है व स्वयं की उपस्थिति अलग उपस्थिति रजिस्टर जिसमें केवल प्रार्थी का ही नाम लिखा हुआ था, में दर्ज किया जाना व्यक्त किया है व उपस्थिति दर्ज करने के बाद अप्रार्थी के प्रत्येक अधिकारी द्वारा अपने लघु हस्ताक्षर किया जाना कहता है। यह साक्षी मार्च, 98 से अगस्त, 99 तक के उपस्थिति रजिस्टर की जेरोक्स प्रतियां प्रदर्श डब्ल्यू२ लगायत डब्ल्यू११ होना कहता है। इसके अतिरिक्त पम्प पर कार्य करने हेतु भी अप्रार्थी के यहां रजिस्टर रखा होना कहता है जिसमें स्वयं के हस्ताक्षर करना कहता है तथा रजिस्टर पर अप्रार्थी के अधिकारी अथवा कर्मचारी के भी हस्ताक्षर होना व्यक्त करता है। प्रार्थी की ओर से उक्त रजिस्टर की जेरोक्स प्रति प्रदर्श डब्ल्यू१२ लगायत डब्ल्यू६७ के रूप में प्रस्तुत कर प्रदर्शित करवायी गयी है। इस साक्षी ने जिरह में प्रदर्श डब्ल्यू११ लगायत डब्ल्यू२० पर अपने हस्ताक्षर होने से इन्कार किया है व उक्त दस्तावेज पर अप्रार्थी के कार्यालय की मोहर भी लगी होने से इन्कार किया है व उक्त दस्तावेज पर ड्यूटी पर उपस्थित अधिकारी के हस्ताक्षर होना भी व्यक्त किया है। इस प्रकार प्रार्थी ने उक्त तथाकथित स्वयं की उपस्थिति के सम्बन्ध में प्रस्तुत किये गये रजिस्टर्स की प्रतियां प्रदर्श डब्ल्यू११ लगायत डब्ल्यू२० पर स्वयं के हस्ताक्षर होने से इन्कार किया है तथा अप्रार्थी विभाग के किस अधिकारी के हस्ताक्षर हैं, यह भी स्पष्ट नहीं किया है। इसके अतिरिक्त उक्त दस्तावेजात पर विभाग की कोई सील आदि भी अंकित नहीं होना व्यक्त किया है। अप्रार्थी साक्षी आर.एस.त्यागी ने यह भी व्यक्त किया है कि प्रदर्श डब्ल्यू२ लगायत डब्ल्यू११ उनके विभाग के दस्तावेज नहीं हैं। इस सम्बन्ध में प्रदर्श डब्ल्यू२ लगायत डब्ल्यू१० के अवलोकन से भी प्रकट होता है कि उक्त दस्तावेजात पर विभाग का कोई नाम, सील अथवा किसी अधिकारी के हस्ताक्षर स्पष्ट अंकित नहीं हैं। अतः उक्त दस्तावेजात अप्रार्थी विभाग से जारी होने अथवा विभाग में प्रार्थी द्वारा काम किये जाने का तथ्य साबित करने में प्रार्थी को कोई लाभ नहीं पहुँचाते हैं।

14— यहां यह उल्लेखनीय है कि यद्यपि प्रार्थी द्वारा प्रदर्श डब्ल्यू१२ लगायत डब्ल्यू६८ दस्तावेजात की प्रतियां विभाग में स्वयं की उपस्थिति के सम्बन्ध में प्रस्तुत किये गये रजिस्टर की फोटोप्रतियां होना अपने शपथ—पत्र में अंकित किया गया है, परन्तु इस सम्बन्ध में उक्त

दस्तावेजात की फोटोप्रतियां कुल प्रदर्श डब्ल्यू12 लगायत डब्ल्यू67 ही होना प्रकट होता है व प्रदर्श डब्ल्यू68 के रूप में कोई दस्तावेज पत्रावली पर उपलब्ध नहीं है। प्रदर्श डब्ल्यू12 लगायत डब्ल्यू66 दस्तावेजात पर पूर्व में वास्तव में कोई प्रदर्श नहीं डाले गये हैं, अतः न्यायहित में आज दि. 19/5/2016 को उक्त दस्तावेजात पर उक्त प्रदर्श डाले गये। उक्त दस्तावेजात प्रदर्श डब्ल्यू21 लगायत डब्ल्यू67 के अवलोकन से भी प्रकट होता है कि उक्त दस्तावेजात पर भी विभाग का कोई नाम, सील व किसी अधिकारी के हस्ताक्षर मौजूद नहीं है, इन परिस्थितियों में उक्त समस्त दस्तावेजात भी अप्रार्थी विभाग द्वारा संधारित किया जाना अथवा उक्त दस्तावेजात अप्रार्थी विभाग से सम्बन्धित होना प्रमाणित नहीं है। प्रदर्श डब्ल्यू12 लगायत डब्ल्यू67 दस्तावेजात के सम्बन्ध में अप्रार्थी साक्षी आर.एस.त्यागी उक्त पम्प रजिस्टर जैसा कोई दस्तावेज विभाग में रखे जाने से इन्कार करता है। अतः उक्त दस्तावेजात भी प्रार्थी श्रमिक को अप्रार्थी के नियोजन में किसी नियमित पद पर नियोजित होने अथवा अप्रार्थी के यहां निरन्तर 240 दिन कार्य किये जाने के तथ्य को प्रमाणित करने हेतु प्रार्थी श्रमिक को कोई लाभ नहीं पहुँचाते हैं। अपनी जिरह में भी प्रार्थी ने स्वीकार किया है कि इसके पास कोई प्रमाण नहीं है कि इसने अप्रार्थी के यहां काम किया है क्योंकि अप्रार्थी ने इसे कोई प्रमाण नहीं दिया है। प्रार्थी ने अपने शपथ—पत्र में व्यक्त किया है कि दि. 1/4/2000 से अप्रार्थी ने प्रार्थी की उपस्थिति लेना बन्द कर दिया तो प्रार्थी ने दि. 12/5/2000 को अप्रार्थी को रजि.एडी डाक द्वारा प्रार्थना—पत्र प्रेषित कर पत्र प्राप्ति के 3 दिवस में ड्यूटी पर लेने अन्यथा अवधि समाप्त होने पर कानूनी कार्यवाही किये जाने बाबत सूचित किया तथा इस सम्बन्ध में प्रेषित किया गया पत्र प्रदर्श डब्ल्यू69 होना व्यक्त किया। प्रार्थी का उक्त पत्र अप्रार्थी को दि. 16/5/2000 को प्राप्त होना व्यक्त किया गया है व उसका कोई उत्तर दिये जाने से इन्कार किया गया है, परन्तु प्रार्थी द्वारा प्रेषित पत्र प्रदर्श डब्ल्यू69 भी प्रार्थी द्वारा अप्रार्थी के नियोजन में सेवा समाप्ति की तिथि से ठीक पूर्व के 12 कलेण्डर माह की अवधि में निरन्तर 240 दिन कार्य किये जाने तथ्य को व किसी नियमित पद पर नियुक्त होने के तथ्य को प्रमाणित करने में कोई मदद नहीं करता है। प्रार्थी स्वयं के द्वारा सहायक श्रम आयुक्त(केन्द्रीय), कोटा को प्रस्तुत की गयी शिकायत की प्रति प्रदर्श डब्ल्यू70 है, प्रदर्श डब्ल्यू71 अप्रार्थी द्वारा प्रस्तुत जवाब की प्रति है, प्रदर्श डब्ल्यू72 प्रार्थी द्वारा प्रस्तुत जवाबलुजवाब की प्रति है, परन्तु उक्त दस्तावेजात भी प्रार्थी श्रमिक द्वारा अप्रार्थी के नियोजन में सेवा समाप्ति की तिथि से ठीक पूर्व के 12 कलेण्डर माह की अवधि में निरन्तर 240 दिन कार्य किये जाने के तथ्य व प्रार्थी की किसी नियमित पद पर नियुक्ति होने के तथ्य को प्रमाणित करने में प्रार्थी श्रमिक की कोई मदद नहीं करते हैं।

15— प्रदर्श डब्ल्यू73 प्रार्थी द्वारा अप्रार्थी के यहां किये गये कार्य के सम्बन्ध में अप्रार्थी द्वारा स्वयं को दिये गये प्रमाण—पत्र की प्रति के रूप में प्रदर्शित करवाया गया है जिसमें प्रार्थी द्वारा अप्रार्थी विभाग में मरम्मत विद्युत संस्थापन के रख—रखाव व मरम्मत तथा कोलोनी इत्यादि में पानी की मोटर के प्रचालन का कार्य दि. 15/10/95 से 25/10/97 तक किये जाने का उल्लेख है, परन्तु उक्त दस्तावेज से भी प्रार्थी का अप्रार्थी विभाग में किसी नियमित पद पर नियोजित होने का तथ्य प्रमाणित नहीं है, ना ही उक्त प्रमाण—पत्र में वर्णित अवधि से अप्रार्थी के यहां प्रार्थी द्वारा सेवा समाप्ति की तिथि से ठीक पूर्व के 12 कलेण्डर माह की अवधि में निरन्तर 240 दिन कार्य किये जाने का तथ्य प्रमाणित करने में कोई मदद नहीं मिलती है।

16— दस्तावेज प्रदर्श डब्ल्यू74 सहायक श्रम आयुक्त(केन्द्रीय), कोटा द्वारा प्रकरण में श्रम मंत्रालय, भारत सरकार, नई दिल्ली को प्रेषित किये गये असफल वार्ता प्रतिवेदन की फोटोप्रति है, परन्तु उक्त दस्तावेज प्रार्थी श्रमिक द्वारा अप्रार्थी के नियोजन में सेवा समाप्ति की तिथि से ठीक पूर्व के 12 कलेण्डर माह की अवधि में निरन्तर 240 दिन कार्य किये जाने के तथ्य को अथवा विभाग में किसी नियमित पद पर नियोजित होने के तथ्य को साबित करने में कोई लाभ नहीं पहुँचाता है। इस प्रकार प्रार्थी पत्रावली पर उपलब्ध स्वयं की मौखिक एवं दस्तावेजी साक्ष्य के आधार पर माननीय उच्चतम न्यायालय के उक्त उदृत न्यायदृष्टांत “2006(2)एसीजे 408(एससी) –सुरेन्द्रनगर डिस्ट्रिक्ट पंचायत एवं अन्य बनाम गंगाबेन लालजी भाई एवं अन्य तथा 2006(108) एफएलआर 213(एससी)–आर.एम.येल्ट्रटी बनाम सहायक अधिशासी अभियन्ता” में प्रतिपादित सिद्धांत की रोशनी में अप्रार्थी नियोजक के नियोजन में सेवा समाप्ति की तिथि 1/4/2000 से ठीक पूर्व के 12 कलेण्डर माह की अवधि में निरन्तर 240 दिन का कार्य किये जाने के तथ्य को अथवा किसी नियमित पद पर नियुक्ति किये जाने के तथ्य को साबित किये जाने में पूर्णतया असफल रहा है।

17— इस साक्षी ने अपनी जिरह में प्रदर्श एम.1 के रिमाक्र कॉलम में किसी अधिकारी के हस्ताक्षर होने से इन्कार किया है, परन्तु बीच में किसी अधिकारी के हस्ताक्षर होना स्वीकार किया है। इस साक्षी ने अपनी जिरह में इस सम्बन्ध में भी अनभिज्ञता प्रकट की है कि हाजिरी रजिस्टर में इसके अलावा अन्य व्यक्तियों के नाम क्यों नहीं हैं। इस साक्षी ने अपनी जिरह में स्वयं को हेल्पर के पद के लिए जाना व्यक्त किया है, परन्तु नल, लाईट की मेन्टीनेन्स का काम स्टाफ के हेल्पर द्वारा किया जाना व्यक्त किया है। यह साक्षी स्वयं से रिकार्डिंग की मशीनों की साफ—सफाई का काम करवाया जाना कहता है व स्वयं को काम के बदले भुगतान प्राप्त होना व्यक्त करता है, परन्तु स्वयं को मिले वेतन के सम्बन्ध में कोई बाउचर न्यायालय की पत्रावली पर प्रस्तुत करने से इन्कार करता है। इस साक्षी ने प्रदर्श एम.1 में ट्रांसमीटर की रिपेयरिंग का नाम लिखा होने से इन्कार किया है। यह साक्षी अपनी जिरह में विद्वान प्रतिनिधि अप्रार्थी के इस सुझाव को गलत होना व्यक्त करता है कि यह साक्षी कॉट्रेक्टर के द्वारा काम करता था। इस साक्षी ने प्रदर्श एम.2 पर भी ए से बी स्वयं के हस्ताक्षर होने से इन्कार किया है।

18— इस सम्बन्ध में अप्रार्थी का पक्ष रहा है कि प्रार्थी को केवल मात्र आकाशवाणी, झालावाड़ में हेल्पर के एक पद पर भर्ती किये जाने हेतु निर्धारित प्रक्रिया के अन्तर्गत रोजगार कार्यालय, झालावाड़ से योग्य अभ्यर्थियों की सूची मांगी गयी थी, वहां से प्रार्थी सहित 19 अभ्यर्थियों की सूची प्राप्त हुई थी। साक्षात्कार की निर्धारित तिथि 10/4/90 को 15 अभ्यर्थी टेरस्ट एवं साक्षात्कार के लिए कार्यालय में उपस्थित हुए थे। इस चयन के लिए पांच सदस्यीय चयन समिति गठित की गयी थी। साक्षात्कार के उपरान्त मात्र 2 अभ्यर्थियों की चयन सूची बनायी गयी थी जिनमें प्रार्थी का नाम शामिल नहीं था। चयन सूची में से मेरिट के आधार पर मेरिट वाले अभ्यर्थियों को उसी समय नियुक्ति दे दी गयी थी जो अभी तक प्रसार भारती प्रसारण की सेवा में चले आ रहे हैं। अप्रार्थी की ओर से प्रस्तुत साक्षी आर.एस.त्यागी ने इसी आशय का

शपथ-पत्र अपनी साक्षी में प्रस्तुत किया है तथा शपथ-पत्र में यह भी अंकित किया है कि प्रार्थी को कभी कोई नियुक्ति नहीं दी गयी। प्रार्थी को ना तो ठेके पर, ना ही मस्ट्रोल पर नियुक्ति दी गयी व ना ही किसी प्रकार की अस्थायी, अनियमित व तदर्थ नियुक्ति प्रदान की गयी। इस साक्षी ने केंद्रीय सरकार के उपक्रम आकाशवाणी, झालावाड़ के कार्यालय की व्यवस्था सम्बन्धी कुछ कार्य जैसे लाइट एवं पंखों की मरम्मत तथा पम्प प्रचालन आदि, पेटी कॉन्ट्रैक्ट के माध्यम से करवाया जाना व्यक्त किया है। इन कार्यों का पेटी कॉन्ट्रैक्ट वर्ष 97-98, 98-99 तथा 99-2000 में अप्रार्थी कार्यालय द्वारा झालावाड़ की ही फर्म मै. विष्णु इलेक्ट्रिकल्स, झालावाड़ को दिया गया था। अप्रार्थी द्वारा दिये गये कार्यादेश के अनुसार उसने अप्रार्थी के कार्यालय में कार्य सम्पादित किया व कार्यादेश के अनुसार भुगतान जरिये फर्म के बिल एवं बाउचर्स की राशि प्राप्त की है, ऐसे बिलों पर तथा धन राशि प्राप्ति पर प्रार्थी के हस्ताक्षर मौजूद हैं। मै. विष्णु इलेक्ट्रिकल्स को जो कार्यादेश दिये गये वे नियमानुसार कोटेशन आदि प्राप्त कर न्यूनतम निविदादाता व कार्य की परफॉर्मेन्स के आधार पर ही दिये गये हैं तथा यदि विभाग के किसी अधिकारी द्वारा कोई प्रमाण-पत्र दिया गया है तो वह मै. विष्णु इलेक्ट्रिकल्स को दिये गये कार्यादेश के विरुद्ध सम्पादित किये गये कार्य के बाबत ही दिया गया है।

19- अप्रार्थी का यह भी पक्ष रहा है कि प्रार्थी को अप्रार्थी के कार्यालय द्वारा कभी भी अनुबन्ध, ठेके अथवा दैनिक मजदूरी पर नियोजित नहीं किया गया था। अप्रार्थी के यहां प्रार्थी द्वारा दैनिक मजदूरी पर कार्य किये जाने तथा उसे वेतन का भुगतान नकद में किये जाने का कोई रेकार्ड नहीं है। इस सम्बन्ध में पत्रावली के अवलोकन से प्रकट होता है कि प्रदर्श एम.1 के सम्बन्ध में उक्त अप्रार्थी साक्षी अपनी जिरह में व्यक्त करता है कि प्रदर्श एम.1 क्या दस्तावेज है, यह नहीं बता सकता व प्रदर्श एम.1 पर लघु हस्ताक्षर किसके हैं, इस तथ्य की जानकारी भी इस साक्षी को नहीं है। प्रदर्श एम.2 व प्रदर्श एम.2-ए दस्तावेजात भी यह साक्षी स्वयं के विभाग द्वारा तैयार किये जाने से इन्कार करता है। इस सम्बन्ध में उक्त दस्तावेजात के अवलोकन से भी प्रार्थी अप्रार्थी के नियोजन में किसी नियमित पद पर कार्य किये जाने का तथ्य प्रमाणित नहीं होता, ना ही सेवा समाप्ति की तिथि से ठीक पूर्व के 12 कलेण्डर माह की अवधि में निरन्तर 240 दिन कार्य किये जाने का तथ्य प्रमाणित होता है, इन परिस्थितियों में उक्त दस्तावेजात भी प्रार्थी श्रमिक को कोई लाभ नहीं पहुँचाते हैं। रजिस्टर्ड पत्र प्रदर्श एम.4 के जरिये भारत सरकार, आकाशवाणी, जयपुर द्वारा नियोजन कार्यालय, झालावाड से उक्त कार्यालय को हेल्पर पद हेतु प्राप्त हुए अर्थर्थियों को टेस्ट व साक्षात्कार के लिए दि. 10/4/90 को उपस्थित होने के निर्देश दिये गये हैं। उक्त रजिस्टर्ड पत्र के साथ संलग्न अर्थर्थियों की सूची प्रदर्श एम.4-ए में प्रार्थी का नाम क्रम सं.14 पर अंकित है। यह साक्षी अपनी जिरह में प्रदर्श एम.18 में जो नाम अंकित है, उनमें से मै. विष्णु इलेक्ट्रिकल्स को ठेका दिया जाना व्यक्त करता है जो ठेका प्रदर्श एम.19 के तहत दिया जाना व्यक्त करता है। प्रदर्श एम.19 के अनुसार आकाशवाणी व आकाशवाणी कोलोनी की लाइट व पानी की व्यवस्था, रोजाना पानी की मोटर का प्रचालन, देखभाल व रख-रखाव के लिए प्रतिमाह 2600/-रु. दिये जाने का कोटेशन पत्र है जिस पर किसी मांगीलाल के हस्ताक्षर हैं। प्रदर्श एम.20 आकाशवाणी कार्यालय व आकाशवाणी कोलोनी की विद्युत व पानी की व्यवस्था हेतु प्रतिमाह 2000/-रु. दिये जाने का कोटेशन पत्र है जिस पर प्रार्थी मनमोहन पंचोली के हस्ताक्षर मौजूद हैं। इसी प्रकार प्रदर्श एम.21 आकाशवाणी की विद्युत व पानी की व्यवस्था की देखभाल आदि के लिए 2500/-रु. प्रतिमाह दिये जाने का कोटेशन पत्र है जिस पर प्रकाश शर्मा के हस्ताक्षर हैं। इसी प्रकार प्रदर्श एम.24 विद्युत रख-रखाव व पम्प ऑपरेशन हेतु असि.डॉयरेक्टर इंजीनियर, आकाशवाणी, झालावाड द्वारा जारी किया गया मेमोरेंडम है जिसके द्वारा 2200/-रु. प्रतिमाह की दर से वर्ष 99-2000 के लिए 8800/-रु. के भुगतान की स्वीकृति प्रदान की गयी है। इसी प्रकार प्रदर्श एम.25 मै. विष्णु इलेक्ट्रिकल्स, झालावाड का लेटर पेड है जिस पर विष्णु इलेक्ट्रिकल्स अथवा प्रोपराईटर के रूप में प्रार्थी मनमोहन पंचोली द्वारा हस्ताक्षर किये गये हैं जिसमें माह अप्रैल से जुलाई तक उक्त फर्म द्वारा प्रस्तुत किये गये कोटेशन के अनुसार पुरानी दर से माह अगस्त, 99 से माह नवम्बर, 99 तक 2200/-रु. प्रतिमाह की दर से कार्य करने पर सहमति व्यक्त की गयी है। इसी प्रकार प्रदर्श एम.26 में मै. विष्णु इलेक्ट्रिकल्स, झालावाड को वर्ष 99-2000 के लिए 8800/-रु. के भुगतान की स्वीकृति प्रदान की गयी है। इसी प्रकार प्रदर्श एम.27 के द्वारा स्टेशन इंजीनियर, आकाशवाणी, झालावाड द्वारा विद्युत रख-रखाव व पानी के पम्प के प्रचालन हेतु चीफ इंजीनियर, आकाशवाणी, नई दिल्ली को स्वीकृति हेतु लिखा गया पत्र है। प्रदर्श एम.28 आकाशवाणी व आकाशवाणी कोलोनी में पानी की व्यवस्था की देखभाल व रख-रखाव हेतु 2200/-रु. प्रतिमाह पर उक्त कार्य के एवज में दुरस्ती हेतु विष्णु इलेक्ट्रिकल्स, झालावाड द्वारा केन्द्र अभियन्ता, आकाशवाणी, झालावाड को प्रस्तुत किया गया कोटेशन है जिसमें प्रोपराईटर के रूप में प्रार्थी मनमोहन पंचोली के हस्ताक्षर हैं। प्रदर्श एम.29 केन्द्र अभियन्ता, आकाशवाणी, झालावाड को प्रेषित कोटेशन पत्र है। प्रदर्श एम.30 व एम.41 विभिन्न फर्मों से कोटेशन मांगे गये हैं जिनमें विष्णु इलेक्ट्रिकल्स, झालावाड का नाम भी अंकित है। प्रदर्श एम.30-ए, 33-ए, एम.38 व 41-ए आकाशवाणी कार्यालय व कोलोनी में विद्युत व पानी की व्यवस्था हेतु कोटेशन के वांछित स्टोर्स आईटम की सूची है। प्रदर्श एम.31 आकाशवाणी कार्यालय व कोलोनी में रोजाना पानी की मोटर के चालन, देखभाल व रख-रखाव आदि हेतु लक्ष्मी इलेक्ट्रिकल्स, झालावाड द्वारा केन्द्र अभियन्ता, आकाशवाणी, झालावाड को 3000/-रु. का जारी किया गया कोटेशन पत्र है जिस पर प्रकाश शर्मा के हस्ताक्षर हैं। प्रदर्श एम.32 व एम.39 विष्णु इलेक्ट्रिकल्स, झालावाड द्वारा उक्त आकाशवाणी कार्यालय व कोलोनी में विद्युत व पानी की व्यवस्था आदि हेतु प्रेषित किया गया 2200/-रु. प्रतिमाह का कोटेशन है जिस पर प्रार्थी मनमोहन पंचोली के प्रोपराईटर के रूप में हस्ताक्षर हैं। इसी प्रकार का कोटेशन प्रदर्श एम.33 मंगल इलेक्ट्रिकल्स, झालावाड के लेटर पेड पर अप्रार्थी के नाम से प्रेषित किया गया है। आदेश प्रदर्श एम.34 द्वारा केन्द्र अभियन्ता, आकाशवाणी झालावाड, की ओर से मै. विष्णु इलेक्ट्रिकल्स, झालावाड को मार्च, 99 तक सर्तांत पानी वितरण, पम्प ऑपरेशन एवं कार्यालय व कोलोनी के विद्युत रख-रखाव का कार्य अंशकालीन समय के आधार पर कांट्रैक्ट के रूप में स्वीकार किया गया है। प्रदर्श एम.35 विभिन्न फर्मों के कोटेशन का तुलनात्मक विवरण है जिसमें विष्णु इलेक्ट्रिकल्स, झालावाड का नाम भी अंकित है। प्रदर्श एम.36 सत्यनारायण लाल चंद द्वारा एआईआर, झालावाड को आकाशवाणी कोलोनी में पानी की मोटर प्रचालन व देखभाल हेतु 3,000/-रु. प्रतिमाह की दर से भेजा गया कोटेशन है। इसी प्रकार प्रदर्श एम.37 लक्ष्मी इलेक्ट्रोनिक्स की ओर से केन्द्र अभियन्ता, आकाशवाणी, झालावाड को काम की मजदूरी के सम्बन्ध में भेजा गया विवरण है। इसी प्रकार प्रदर्श एम.40 भी अप्रार्थी विभाग को भेजा गया कोटेशन है। प्रदर्श एम.42 अप्रार्थी विभाग का विष्णु इलेक्ट्रिकल्स, झालावाड से सम्बन्धित भुगतान का बिल है। प्रदर्श एम.43 व एम.44 विष्णु इलेक्ट्रिकल्स, झालावाड अप्रार्थी विभाग में

विद्युत व पानी की व्यवस्था हेतु क्रमशः 1/4/98 से 30/4/98 व 1/5/98 से 31/5/98 तक की अवधि के लिए क्रमशः 2200/-, 2200/-रु. की भुगतान की रसीदें हैं जिन पर उक्त फर्म के प्रोपराईटर के रूप में प्रार्थी मनमोहन पंचोली के हस्ताक्षर हैं। प्रदर्श एम.46 विष्णु इलेक्ट्रिकल्स, झालावाड़ द्वारा अप्रार्थी आकाशवाणी कार्यालय व कोलोनी में विद्युत व पानी के कार्य के लिए 6600/-रु. का भुगतान प्राप्त किये जाने के सम्बन्ध में उक्त फर्म की रसीद है जिस पर प्रोपराईटर के रूप में प्रार्थी मनमोहन पंचोली के हस्ताक्षर हैं। प्रदर्श एम.47, एम.52, एम.56, एम.58, एम.62 व एम.67 विष्णु इलेक्ट्रिकल्स, झालावाड़ व अन्य फर्मों के भुगतान के सम्बन्ध में कन्टीनेंट बिल्स हैं। प्रदर्श एम.48 लगायत एम.51, एम.53, एम.55, एम.57, एम.59, एम.63, एम.64 व एम.68 लगायत एम.70 अप्रार्थी विभाग में विष्णु इलेक्ट्रिकल्स, झालावाड़ द्वारा वर्ष 98-99 में विभिन्न अवधियों में विद्युत व पानी व्यवस्था की देखभाल व पानी मोटर प्रचालन आदि कार्य के लिए भुगतान की रसीदें हैं जो सभी रसीदें विष्णु इलेक्ट्रिकल्स, झालावाड़ के लेटर पेड पर हैं तथा इन सभी पर प्रार्थी मनमोहन पंचोली के हस्ताक्षर हैं। प्रदर्श एम.61 द्वारा बिलों के भुगतान की राशि का ड्राफ्ट आहरण व संवितरण अधिकारी आकाशवाणी केन्द्र, झालावाड़ के नाम से भेजे जाने का पत्र है। प्रदर्श एम.60 अप्रार्थी विभाग द्वारा आकाशवाणी कोलोनी में विद्युत व पानी के रख-रखाव दि. 1/1/99 से 31/1/99 तक की अवधि के लिए किये जाने हेतु 2200/-रु. का चैक प्राप्त करने की रसीद है। प्रदर्श एम.65 सहायक केन्द्र अभियन्ता, आकाशवाणी, इन्डौर द्वारा केन्द्र अभियन्ता, झालावाड़ को लिखा गया पत्र है जिसमें प्रार्थी मनमोहन पंचोली को जारी किये गये प्रमाण-पत्र के सम्बन्ध में अकित किया गया है कि उक्त प्रमाण-पत्र कोई तकनीकी व प्रशासनिक कार्यवाही का मार्गदर्शन नहीं मिलने से प्रार्थी मनमोहन पंचोली से व्यक्तिगत सम्बन्धों एवं व्यवहार के कारण केवल मानवीय आधार पर नाम व पद की सील लगाकर जारी किया गया है। प्रदर्श एम.66 सहायक अभियन्ता, प्रसार भारती, भारतीय प्रसारण निगम, आकाशवाणी झालावाड़ को परियोजना अधिकारी अनौपचारिक शिक्षा, खानपुर जिला झालावाड़ द्वारा दि. 26/4/2001 को लिखा गया पत्र है। प्रदर्श एम.71 मुख्य अभियन्ता, आकाशवाणी, नई दिल्ली द्वारा केन्द्र अभियन्ता, आकाशवाणी, झालावाड़ के पानी के पम्प प्रचालन व विद्युत संरचनाएँ के रख-रखाव हेतु विष्णु इलेक्ट्रिकल्स, झालावाड़ के भुगतान स्वीकृत बजट अनुदान में से किये जाने के सम्बन्ध में ज्ञापन है।

20— यद्यपि प्रार्थी ने प्रदर्श डब्ल्यू.73 अनुभव प्रमाण-पत्र के आधार पर स्वयं को अप्रार्थी विभाग में नियोजित होने का आधार बताया है, परन्तु उक्त प्रमाण-पत्र दि.15/10/95 से 25/10/97 तक पानी की मोटर आदि के प्रचालन का कार्य किये जाने के सम्बन्ध में दिया गया है, परन्तु उक्त दस्तावेज के द्वारा भी प्रार्थी द्वारा अप्रार्थी विभाग में किसी नियमित पद पर कार्यरत होने का कोई प्रमाण नहीं है।

21— यद्यपि मामले में प्रार्थी का पक्ष रहा है कि अप्रार्थी ने प्रार्थी को दि.1/4/2000 से सेवा से निष्कासित कर प्रार्थी की छंटनी कर दी, परन्तु प्रार्थी अप्रार्थी के नियोजन में निरन्तर 240 दिन कार्य किये जाने के तथ्य को साबित करने में असफल रहा है। प्रार्थी स्वयं की नियुक्ति किसी नियमित पद पर होने के तथ्य को साबित करने में असफल रहा है। प्रार्थी की ओर से ऐसी कोई दस्तावेजी साक्ष्य अथवा अप्रार्थी द्वारा उसे सेवा से निष्कासित किये जाने के सम्बन्ध में पारित कोई आदेश न्यायाधिकरण के समक्ष प्रस्तुत नहीं किया गया है, ना ही ऐसी कोई मौखिक साक्ष्य प्रस्तुत की गयी है जिससे यह प्रकट होता हो कि प्रार्थी श्रमिक ने स्वयं को सेवा से निष्कासित किये जाने के उपरान्त अप्रार्थी विभाग में अपनी उपस्थिति दर्ज करवानी चाही हो, परन्तु अप्रार्थी द्वारा उसे ऐसा किये जाने से निषेध किया गया हो। इन परिस्थितियों में हम मानवीय राज. उच्च न्यायालय के न्यायदृष्टांत “आरएलडब्ल्यू. 2001(1) राज. 238—नरेन्द्र सिंह सोलंकी बनाम रो एण्ड फिनिशिंग प्रोडक्शन एवं अन्य” में प्रतिपादित सिद्धांत की रेशनी में प्रार्थी श्रमिक का मामला छंटनी का होना प्रमाणित नहीं मानते हैं।

22— प्रार्थी श्रमिक की ओर से न्यायदृष्टांत “1977 डब्ल्यूएलएन(यूसी) 569—पारमल बनाम स्टेट आफ राजस्थान 2010 एससीएलजे पृष्ठ 335—अनुप शर्मा बनाम एकजी.इंजीनियर, पब्लिक हेल्थ डिवि.न.1, पानीपत(हरियाणा), 2005(8)आरडीडी 3280(राज.)—पृथ्वीराज बनाम लेबर कोर्ट, जाधपुर एवं अन्य, 2007(3)सीडीआर 1923(राज.)—असि.इंजीनियर, डिस्ट्रीब्यूटरी सब डिविजन राईट मेन केनाल, चम्बल प्रोजेक्ट अन्ता कोटा बनाम जज, लेबर कोर्ट, कोटा एवं अन्य, आरएलडब्ल्यू 2005(1) राज. पृष्ठ 584—फैलाशचन्द बनाम स्टेट आफ राजस्थान, 1991(II)एलएलएन 224(राज.)—जी.एम.नोर्दन रेल्वे बनाम सेन्ट्रल इण्डियनल, जयपुर तथा 2015(145) एफएलआर 184(एससी)—मेकिनन मेकिनिज एण्ड कंपनी लि. बनाम मेकिनन एम्पलोईज यूनियन 1985(51)एफएलआर 494(एससी)—एच.डी.सिंह बनाम रिजर्व बैंक ऑफ इण्डिया एवं अन्य, 1978(37)एफएलआर 240(एससी)—हिन्दुस्थान टिन वर्क्स प्रा.लि. बनाम एम्पलोईज आफ मै.हिन्दुस्थान टिन वर्क्स प्रा.लि.” पेश किये गये हैं, परन्तु हस्तगत मामले में प्रार्थी, अप्रार्थी के नियोजन में सेवा समाप्ति की तिथि से ठीक पूर्व के 12 कलेण्डर माह की अवधि में निरन्तर 240 दिन कार्य किये जाने के तथ्य को साबित करने में असफल रहा है। इसके अतिरिक्त प्रार्थी, अप्रार्थी द्वारा औ.वि.अधिनियम की धारा 25—एफ के प्रावधान की अवहेलना कर स्वयं की अवैध रूप से छंटनी किये जाने के तथ्य को भी साबित करने में असफल रहा है, अतः उक्त सभी न्यायदृष्टांत प्रार्थी श्रमिक को कोई लाभ नहीं पहुँचाते हैं।

23— प्रार्थी श्रमिक की ओर से न्यायदृष्टांत “1976 एससीएलजे 85—स्टेट बैंक ऑफ इण्डिया बनाम एन.सुन्दरमनी” पेश किया गया है, परन्तु हस्तगत मामले में प्रार्थी श्रमिक द्वारा अप्रार्थी के नियोजन में सेवा समाप्ति की तिथि से ठीक पूर्व के 12 कलेण्डर माह की अवधि में निरन्तर 240 दिन कार्य किये जाने का तथ्य प्रमाणित नहीं है तथा प्रार्थी औ.वि.अधिनियम की धारा 25—एफ का संरक्षण प्राप्त करने का अधिकारी नहीं माना गया है, इन परिस्थितियों में प्रार्थी श्रमिक की ओर से प्रस्तुत उक्त न्यायदृष्टांत प्रार्थी श्रमिक को कोई लाभ नहीं पहुँचाता है।

24— प्रार्थी श्रमिक की ओर से न्यायदृष्टांत “2008(118) एफएलआर 684(राज.)—म्यूनिसिपल बोर्ड, लाखेरी, बूदी बनाम श्रीमती मंगलीबाई एवं अन्य” पेश किया गया है। उक्त न्यायदृष्टांत में वर्णित तथ्यों के मुताबिक कर्मकार द्वारा 240 दिन निरन्तर कार्य किये जाने का तथ्य प्रमाणित था, परन्तु हस्तगत मामले में प्रार्थी श्रमिक उक्त तथ्य को साबित करने में असफल रहा है, अतः उक्त न्यायदृष्टांत प्रार्थी श्रमिक को कोई लाभ नहीं पहुँचाता है।

25- प्रार्थी श्रमिक की ओर से न्यायदृष्टांत “1996(II)एलएलजे 316(राज.)-चीफ इंजीनियर, इरीगेशन बनाम कमलेश एवं अन्य तथा ” पेश किया गया है। उक्त न्यायदृष्टांत में वर्णित तथ्यों के मुताबिक कर्मकार को औ.वि.अधिनियम की धारा 25-एफ एवं धारा 25-बी के अन्तर्गत लाभ प्राप्त करने हेतु कर्मकार द्वारा सेवा समाप्ति की तिथि से पूर्ववर्ती कलेण्डर वर्ष में 240 दिन कार्य किये जाने की आवश्यकता नहीं होना प्रकट किया गया है परन्तु माननीय उच्चतम न्यायालय के उक्त उद्वृत न्यायदृष्टांत “आर.एम.येल्टटी बनाम सहायक अधिसारी अभियन्ता-2006 (108) एफएलआर 213(एससी)“ में प्रतिपादित सिद्धांत की रोशनी में प्रार्थी श्रमिक को प्रस्तुत उक्त न्यायदृष्टांत से कोई लाभ नहीं पहुँचता है।

26- प्रार्थी श्रमिक की ओर से न्यायदृष्टांत “2010(124) एफएलआर 700(एससी)-हरजिन्दर सिंह बनाम पंजाब स्टेट वेयरहाउसिंग कोर तथा 2015(144)एफएलआर 837(एससी)-जसमेर सिंह बनाम स्टेट आफ हरियाणा एवं अन्य” पेश किये गये हैं, प्रस्तुत न्यायदृष्टांतों में मामला अवैध सेवा से निष्कासन का था, परन्तु हस्तगत मामला अवैध सेवा से निष्कासन का होना नहीं पाया गया, अतः प्रस्तुत दोनों न्यायदृष्टांत प्रार्थी श्रमिक को कोई लाभ नहीं पहुँचता है।

27- प्रार्थी श्रमिक की ओर से न्यायदृष्टांत “आरएलआर 1991(2) राज. पृष्ठ 158-ओरियन्टल बैंक ऑफ कॉमर्स बनाम पीओ, सेन्ट्रल गवर्नरमेन्ट इण्ड ट्रिब्यूनल एवं अन्य” पेश किया गया है, परन्तु हस्तगत मामले में प्रार्थी द्वारा औ.वि. अधिनियम की धारा 25-जी व एच की अवहेलना किये जाने का तथ्य साक्ष्य द्वारा प्रमाणित नहीं किया गया है, अतः उक्त न्यायदृष्टांत भी प्रार्थी श्रमिक को कोई लाभ नहीं पहुँचता है।

28- प्रार्थी श्रमिक की ओर से न्यायदृष्टांत “2013(139)एफएलआर 541(एससी)-दीपाली गुण्डु सुरवेस बनाम क्रान्ति जूनियर अध्यापक एवं अन्य” पेश किया गया है। उक्त न्यायदृष्टांत में वर्णित तथ्यों के मुताबिक यदि किसी न्यायालय अथवा अन्य सक्षम न्यायिक/अर्द्धन्यायिक मंच/निकाय द्वारा कर्मकार के विरुद्ध की गयी कार्यवाही को अवैधानिक अथवा नैसर्गिक न्याय सिद्धांतों के विपरीत पाया जाता है तो ऐसी परिस्थिति में कर्मकार पुनः सेवा में नियोजित होने योग्य है, परन्तु हस्तगत मामले में ऐसी स्थिति नहीं है, अतः उक्त न्यायदृष्टांत भी प्रार्थी श्रमिक को कोई लाभ नहीं पहुँचता है।

29- अप्रार्थी पक्ष की ओर से न्यायदृष्टांत “(2007)2 एससीसी 428-पंजाब स्टेट इलेक्ट्रिसिटी बोर्ड एवं अन्य बनाम सुदेश कुमार पुरी तथा (2007) एसएलटी 805(एससी)-रनिप नगरपालिका बनाम बाबूजी गाभाजी ठाकुर एवं अन्य” पेश किये गये हैं जिनका अवलोकन किया गया।

30- इस प्रकार उपरोक्त सम्पूर्ण साक्ष्य के विवेचन से प्रकट होता है कि प्रार्थी स्वयं की मौखिक एवं दस्तावेजी साक्ष्य के आधार पर अप्रार्थी नियोजक के नियोजन में सेवा समाप्ति की तिथि 1/4/2000 से ठीक पूर्व के 12 कलेण्डर माह की अवधि में निरन्तर 240 दिन कार्य किये जाने के तथ्य को साबित किये जाने में पूर्णतया असफल रहा है। प्रार्थी, अप्रार्थी विभाग में स्वयं की नियुक्ति पद्धति और अपरेटर के नियमित पद पर होने के तथ्य को भी साबित करने में असफल रहा है। जबकि दूसरी ओर अप्रार्थी की ओर से प्रस्तुत मौखिक एवं दस्तावेजी साक्ष्य से प्रकट होता है कि अप्रार्थी विभाग द्वारा वर्ष 1997-98, 98-99 तथा 99-2000 में झालावाड़ की एक फर्म मै.विष्णु इलेक्ट्रिकल्स को कोटेशन आमंत्रित करने की प्रक्रिया अपनाते हुए कार्यादेश दिया गया था व उक्त फर्म द्वारा कार्यादेश का सम्पादन किया गया था व उसका भुगतान चैक्स द्वारा फर्म को किया गया था तथा अप्रार्थी विभाग द्वारा फर्म से रसीदें प्राप्त की गयी थीं। इन भुगतान की रसीदों पर मै.विष्णु इलेक्ट्रिकल्स के प्रोपराईटर के रूप में प्रार्थी मनमोहन पंचोली के हस्ताक्षर मौजूद हैं जिससे प्रमाणित होता है कि प्रार्थी द्वारा विष्णु इलेक्ट्रिकल्स, झालावाड़ फर्म के मालिक अथवा प्रतिनिधि की हैसियत से प्राप्त किया जाना भी उक्त दस्तावेज से प्रकट होता है। प्रार्थी का मामला छंटनी का होना भी प्रमाणित नहीं है। प्रार्थी ने अपने से कनिष्ठ व्यक्तियों के अप्रार्थी के नियोजन में सेवारत रहने व नये श्रमिक नियोजित किये जाने के सम्बन्ध में भी कोई ठोस साक्ष्य न्यायाधिकरण के समक्ष प्रस्तुत नहीं की है। अतः इन समस्त परिस्थितियों में प्रार्थी औ.वि.अधिनियम की धारा 25-एफ, जी एवं एच के प्रावधानान्तर्गत कोई सरक्षण प्राप्त करने का अधिकारी नहीं होने से अप्रार्थी के विरुद्ध किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी होना नहीं पाया जाता है एवं सम्प्रेषित निर्देश/रेफेन्स भी ऐसी अनुरूप उत्तरित होने योग्य है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा प्रासारिक आदेश दिनांक 9/10/2001 के जरिये सम्प्रेषित निर्देश/रेफेन्स विवाद को ऐसी अनुरूप उत्तरित किया जाता है कि प्रार्थी श्रमिक मनमोहन पंचोली, अप्रार्थी नियोजक के नियोजन में सेवा समाप्ति की तिथि 1/4/2000 से ठीक पूर्व के 12 कलेण्डर माह की अवधि में निरन्तर 240 दिन कार्य किये जाने के तथ्य को साबित किये जाने में पूर्णतया असफल रहा है। प्रार्थी, अप्रार्थी के यहां किसी नियमित पद पर नियुक्त होने के तथ्य को भी साबित किये जाने में असफल रहा है। प्रार्थी का मामला छंटनी का होना भी प्रमाणित नहीं है। अतः इन समस्त परिस्थितियों में प्रार्थी श्रमिक, अप्रार्थी नियोजक के विरुद्ध किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

श्रीमती अनिता शर्मा, न्यायाधीश

नई दिल्ली, 16 मई, 2017

का.आ. 1302.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारत पेट्रोलियम कार्पोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई के पंचाट (संदर्भ संख्या 12/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.05.2017 को प्राप्त हुआ था।

[सं. एल-30011/50/2005-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1302.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2006) of the Central Government Industrial Tribunal/Labour Court-1, Mumbai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bharat Petroleum Corporation Limited and their workman, which was received by the Central Government on 12.05.2017.

[No. L-30011/50/2005-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present : JUSTICE SURENDRA VIKRAM SINGH RATHORE, Presiding Officer

REFERENCE NO. CGIT-12 OF 2006

Parties :

Employers in relation to the management of Bharat Petroleum Corporation Ltd

And

Their workmen

Appearances :

For the first party /Management : Mr. R.S.Pai, Adv.

For the second party / Bharat Lokhande : Mr.Jaiprakash Sawant, Adv.

State : Maharashtra

Mumbai, dated the 27th day of April, 2017.

AWARD

1. As per the schedule of the reference the following industrial dispute was referred to this Tribunal:

“Whether the action of the management of Bharat Petroleum Corporation Ltd., Marketing Division, Mumbai in terminating the services of Shri Bharat Lokhande w.e.f. 1.1.2005 is justified? If not, what relief, Shri Bharat Lokhande is entitled to?

2. Notices were issued to both the parties. Parties have filed their pleadings. In his Statement of Claim the second party has submitted that he was employed by the Management of Bharat Petroleum Corporation Ltd (hereinafter referred to as the Management) for attending the following works (called as marfatia work) of the Management w.e.f. 2.2.1989.

- (a) Daily Lodgement of bank documents at Central Office, Ballard Estate.
- (b) Daily posting and bringing mail from Vashi-Turbhe Post Office.
- (c) Carrying to and bringing back mail/stationery from Central Office, Ballard Estate/Maker Towers, Cuffe Parade daily.
- (d) Bringing Office stationery, miscellaneous items from local market whenever required.
- (e) Lodgement of Bank documents at Central Bank of India, Ballard Estate before 10.30 a.m. every Saturday.

(f) Any other work assigned by the officers of the management from time to time.

The second party attended the said work and other incidental work under the control of the Officers' of the Management. Initially the workman was given Rs. 1,000/- p.m. from the date of his appointment and subsequently his wages were increased during subsequent years. For the year 2004, he was given Rs.4,200/- per month as his wages. He has also submitted that Deputy Manager (OPS) Vashi of the Management was his employer and he was a workman within the definition of Section 2(s) of the Industrial Disputes Act, 1947 and he was receiving the consideration as wages as defined under Section 2(rr) of the Industrial Disputes Act. He continued in his services till 2004 but without following the provisions of Section 25-F of the Act and in violation of the principles of natural justice, by way of victimization and in order to deprive him his right to the status and benefits of permanency, his services were terminated which amounted to unfair labour practices. He made representations through the Union for his regularization and also moved an Application to the Assistant Labour Commissioner but his efforts ended in failure due to rigid and adamant attitude of the Management. Thus in brief, the submission of the workman was that he was engaged as workman, was paid wages and worked continuously from 1989 to 2004 under the control and supervision of the Management. Therefore, termination of his services was illegal as he was a workman and he ought to have been regularized.

3. In the Written Statement filed on behalf of the Management, it was pleaded that Bharat Lokhande was engaged as a marfatia contractor for job work on the basis of yearly contract entered into between the Management and Contractor. Last of his contract ended on 31.12.2004 and thereafter he was not engaged as contractor. The Management has denied the relationship of employer and employee between the Corporation and the said Contractor and has pleaded that Bharat Lokhande does not fall within the definition of 2(s) of the Act. Since he was not a workman, the reference is not maintainable.

4. While preparing the judgement, it came to the notice that the Issues have not been framed, Keeping in view the rival submissions the following Issues are hereby framed.

- (1) Whether the second party Bharat Lokhande was a workman within the definition of Section 2(s) of the Act or he was a Contractor?
- (2) Whether the termination of his services was illegal / irregular?
- (3) Relief, if any, to which the second party is entitled?.

5. On behalf of Management, the following documents were filed and all these documents have been admitted by the second party. Second party has not filed any document.

- (1) Marfatia Contract dated 27.2.1989 for miscellaneous part time jobs at Vashi DU.
- (2) Marfatia Contract dated 27.1.2000.
- (3) Marfatia Contract dated 28.1.2001.
- (4) Letter dated 20.2.2001 from Bharat Lokhande requesting renewal of contract and increase in cost of Marfatia contract.
- (5) Letter issued to Bharat Lokhande dated 14.9.2002 intimating of unsatisfactory performance contract.
- (6) Letter from Bharat Lokhande dated 28.12.2002 requesting renewal of contract.
- (7) Marfatia Contract dated 20.1.2003.
- (8) Letter from Bharat Lokhande dated 26.12.2003 requesting renewal of contract.
- (9) Marfatia Contract dated 18.1.2004.
- (10) BKKM's (union) letter dated 19.11.2004 requesting for permanency of Mr.Bharat Lokhande.
- (11) BKKM's (union) letter dated 02.12.2004 intimating about adjudication of the matter.
- (12) Letter dated 31.12.2004 to Bharat Lokhande terminating the contract.
- (13) Acknowledgement of Cheque by Bharat Lokhande.
- (14) Letter to Asstt. Labour Comm. Dated 25.8.2005 explaining our stand.

In this case after making oral submission learned counsel for the management has also filed his written arguments. I have also gone through the written argument but the oral submissions made by the rival parties have already covered all the issues.

6. On the strength of the above mentioned documents, it has been argued on behalf of the Management that Bharat Lokhande was wholly a contractor to do the specific work either himself or through some other person, so it cannot be stated that he was engaged by the Management to perform certain work himself. However, it has not been denied that from the date of his initial engagement in the year 1989 he continued to work till 2004. Contract of Bharat Lokhande was for a specified period. On the request of the Bharat Lokhande it was renewed from year to year. Lastly it could not be renewed as the unit in which he was engaged was closed. It has also been argued that the company is a Govt. of India undertaking and no person can be appointed in any capacity without following due procedure. It has also been submitted that Bharat Lokhande has never applied for his appointment as workman and he got the contract only due to special favour of some officers.

7. Learned counsel for the second party has made very lengthy arguments and has argued that it is not a case where the contractor has provided the services of other persons to ensure the compliance of the contract but in this case, an agreement is shown to have been entered into between Management and Bharat Lokhande. Bharat Lokhande has himself performed the duties assigned to him. He has continuously worked under the control and supervision of the Management. During the course of argument learned counsel for the workman has submitted that he has not filed any document as he places full reliance on the documents filed on behalf of the Management and on the strength of those documents he has raised his argument that he was under the control and supervision of the Management. He has referred the letter of the Management whereby he was informed that his services were not found satisfactory. He has also argued that he has continuously worked for 15 years and this fact is not denied by the Management. So he was a workman. He has placed reliance on several pronouncement which shall be dealt with at the relevant part of the judgement.

8. Thus the sum and substance of the arguments of the Management is that Bharat Lokhande was engaged as a contractor to do some specific work and there was no control of the Management on Bharat Lokhande as to how, by what means and in what manner he will perform the assigned work. His contract was for a specific period of one year and thereafter it was renewed from time to time on the request of Bharat Lokhande. Thus he was only a contractor and he does not fall within the purview of the definition of workman under the Industrial Disputes Act, 1947. The argument of the learned counsel for the workman is that the contract under which Bharat Lokhande was engaged was sham and bogus. Virtually he was engaged by the Management and he continued to work for 15 years. Therefore, he was a workman and he deserves to be regularized.

9. Several case laws have been referred by both the sides and before proceeding further, I would like to mention some relevant parts of the case laws relied upon by the rival parties.

10. On behalf of the Bharat Lokhande, reliance has been placed on ***Dharangadhra Chemical Works Ltd vs. State of Saurashtra AIR 1957 SC 264***

“This argument, however, proceeds on a misapprehension of the true legal position. The broad distinction between a workman and an independent contractor lies in this that while the former agrees himself to work, the latter agrees to get other persons to work. Now a person who agrees himself to work and does so work and is, therefore, a workman does not cease to be such by reason merely of the fact that he gets other persons to work along with him and that those persons are controlled and paid by him. What determines whether a person is a workman or an independent contractor is whether he has agreed to work personally or not. If he has, then he is a workman and the fact that he takes assistance from other persons would not affect his status. (emphasis added)

“6. If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefits and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the Management cannot snap the real-life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off.”

Reliance has also been placed on case law ***Secretary, Haryana State Electricity Board v. Suresh & Ors. 1999 I CLR 959 SC.***

Relevant part of this case law is hereby produced as under:

“In this behalf, it is necessary to recapitulate that on abolition of the contract labour system, by necessary implication, the principal employer is under statutory obligation to absorb the contract labour. The linkage between the contractor and the employee stood snapped and direct relationship stood restored between principal employer and the contract labour as its employees. Considered from this perspective, all the workmen in the respective services working on contract labour are required to be absorbed in the establishment of the appellant.”

Reliance has also been placed on case law ***Silver Jubilee Tailoring House and others v. Chief Inspector of Shops and Establishments and another (1974) 3 SCC 498.*** Following observations have been made by the Hon’ble Apex Court at different part of this judgment which may be summarized as under:

- (i) When the tailors generally attend the shop everyday if there is work and different rates are fixed for them according to their skill and their work is checked then even though there may be no regular hours of work or obligation to attend everyday and the tailors could take the work home, there was relationship of employer and employee between the tailoring shop and tailors.
- (ii) In recent years the test of right to control the manner of doing the work as traditionally formulated cannot be treated as an exclusive test. In order to decide the relationship of employer and workmen it is relevant to consider that the workers attend the shop belonging to the employer and work on the machines of the shop and that they can be removed if the work is not satisfactory. When after stitching the cloth was liable to be checked and returned if not found satisfactory the ultimate authority over the performance of the work resided in the employer and this shows that the worker was subject to directions of the latter.
- (iii) It is not necessary that a servant should be under the exclusive control of one master and should work whole time in the shop. He can be employed by more than one employer.

Reliance has also been placed on case *Law Shining Tailors and Industrial Tribunal-II and others 1983 II LLJ 413 SC*. In the present controversy relevant part of this case law is hereby produced as under.

“5. We have gone through the record and especially the evidence recorded by the Tribunal. The Tribunal has committed a glaring error apparent on record that whenever payment is made by piece rate, there is no relationship of master and the servant and that such relationship can only be as between principal and principal and therefore, the respondents were independent contractors. Frankly, we must say that the Tribunal has not clearly grasped the meaning of what is the piece rate, If every piece rated workmen is an independent contractor, lakhs and lakhs of workmen in various industries where payment is correlated to production would be carved out of the expression 'workmen' as defined in the *Industrial Disputes Act*. In the past the test to determine the relationship of employer and the workmen was the test of control and not the method of payment. Piece rate payment meaning thereby payment correlated to production is a well-recognised mode of payment to industrial workmen. In fact, wherever possible that method of payment has to be encouraged so that there is utmost sincerity, efficiency and single minded devotion to increase production which would be beneficial both to the employer, the workmen and the nation at large. But the test employed in the past was one of determining the degree of control that the employer wielded over the workmen. However, in the identical situation in *Silver Jubilee Tailoring House and Ors. v. Chief Inspector of Shops and Establishments and Anr.*, J. speaking for the Court observed that the control idea was more suited to the agricultural society prior to Industrial Revolution and during the last two decades the emphasis in the field is shifted from and no longer rests exclusively or strongly upon the question of control. It was further observed that a search for a formula in the nature of a single test will not serve the useful purpose, and all factors that have been referred to in the cases on topics, should be considered to tell a contract of service. Approaching the matter from this angle, the Court observed that the employer's right to reject the end product if it does not conform to the instructions of the employer speaks for the element of control and supervision. So also the right of removal of the workman or not to give the work has the element of control and supervision. If these aspects are considered decisive, they are amply satisfied in the facts of this case. The Tribunal ignored the well laid test in law and completely misdirected itself by showing that piece rate itself indicates a relationship of independent contractor and error apparent on the record disclosing a total lack of knowledge of the method of payment in various occupations in different industries. The right of rejection coupled with the right to refuse work would certainly establish master servant relationship and both these tests are amply satisfied in the facts of this case. Viewed from this angle, the respondents were the workmen of the employer and the preliminary objection therefore, raised on behalf of the appellant-employer was untenable and ought to have been overruled and we hereby overrule it. (underlined by me).

Reliance has been placed on *Pachora Peoples' Co-op. Bank Ltd V. Employees Provident Fund Organisation 2014 (4) Mh.L.J.436 (H.C.Bom)*. Paragraph 7, 8, and 9 are reproduced as under:

“7. We quite appreciate that the Pigmy Deposit Collectors, not only have to make regular visits to small depositors like traders, housewives, students, self-employed persons etc., but these visits are promoted owing to the requirement of collecting their deposits. This obviously is in tune with and traceable to the business of the petitioner bank. This is a manual nature of work and the collections have to be made by going from places to places and visiting persons to persons. Various forms have to be filled in, accounts, registers and passbooks are required to be maintained and updated on day to day basis and the said amounts received have to be deposited with the petitioner bank. The commission to be paid to the said collectors is linked with the quantum of the collection. This is ultimately traceable to the business of the bank and is connected with the generation of funds for the bank.

8. The definition of 'wages' under section 2(rr) of the Industrial Disputes Act, 1947, in our opinion and on the basis of the view taken by the Hon'ble Supreme Court, squarely covers such Pigmy Deposit Collectors. Needless to state, these collectors are answerable and accountable to the petitioner bank. In the event, the Bank is not satisfied with the performance of any such collector, it entitles the Bank to delete such collector from its list and allot no work to him.

9. As such, in our opinion, though the degree of supervision, control and direction may differ from what is commonly emanating from the public and private industrial sector, we intend to give a wider meaning to the principle of "Employer-Employee" in connection with such Pigmy Deposit Collectors."

Reliance has also been placed on *Saudi Arabian Airlines v. Ashok Margovind Panchal and Anr. 2002 III CLR 743 (H.C. Bom)*

"9. Applying the aforesaid tests aptly prescribed by the learned Judge, to the present case, the conclusion is inescapable that the work continued and the post of security guard was of permanent nature and, therefore, there was no application of [Section 2\(oo\)\(bb\)](#) of the I.D. Act. Even the learned Single Judge of the Madras High Court in the case of [K. Rajendran v. Director \(Personnel\), Project and Equipment Corporation of India](#), reported in 1992 H.C. Madras 462 has observed as under :--

"Held : Of course, the intention of the Parliament in enacting Sub-clause (bb) to Clause (oo) of [Section 2](#) of the Act was to exclude certain categories of workers from the definition of "retrenchment". But, there is nothing in Sub-clause (bb) which enables an unscrupulous employer to terminate the service of the workers on the ground of non-renewal of their contract even when the work for which they were employed subsists. The exception as contained in Sub-clause (bb) will have to be strictly construed and Clause (bb) should be made applicable only to such cases where the work ceases with the employment or the post itself ceases to exist. Clause (bb) cannot be made applicable to a case when the employer resorts to contractual employment as a device to simply take it out of Clause (oo) of [Section 2](#) of the Act notwithstanding the fact that the work for which the workmen are employed continues or the nature of duties which the workmen was performing are still in existence." (emphasis added)

Much reliance has been placed on *S.M.Nijalkar & Ors. V.Telemc District Manager, Karnataka 2003 II CLR 233 SC* wherein Hon'ble Apex Court has considered this point. Relevant part is hereby reproduced below.

13. The termination of service of a workman engaged in a scheme or project may not amount to retrenchment within the meaning of Sub-clause (bb) subject to the following conditions being satisfied:-

- (i) that the workman was employed in a project or scheme of temporary duration;
- (ii) the employment was on a contract, and not as a daily-wager simplicitor, which provided inter alia that the employment shall come to an end on the expiry of the scheme or project; and
- (iii) the employment came to an end simultaneously with the termination of the scheme or project and consistently with the terms of the contract.
- (iv) the workman ought to have been apprised or made aware of the abovesaid terms by the employer at the commencement of employment.

14. The engagement of a workman as a daily-wager does not by itself amount to putting the workman on notice that he was being engaged in a scheme or project which was to last only for a particular length of time or up to to occurrence of some event, and therefore, the workman ought to know that his employment was short-lived. The contract of employment consciously entered into by the workman with the employer would result in a notice to the workman on the date of the commencement of the employment itself that his employment was short-lived and as per the terms of the contract the same was liable to termination on the expiry of the contract and the scheme or project coming to an end. The workman may not therefore complain that by the act of employer his employment was coming to an abrupt termination. To exclude the termination of a scheme or project employee from the definition of retrenchment it is for the employer to prove the abovesaid ingredients so as to attract the applicability of Sub-clause (bb) abovesaid. In the case at hand, the respondent-employer has failed in alleging and proving the ingredients of Sub-clause (bb), as stated hereinabove. All that has been proved is that the appellants were engaged as casual workers or daily-wagers in a project. For want of proof attracting applicability of Sub-clause (bb), it has to be held that the termination of the services of the appellants amounted to retrenchment." (emphasis added)

Reliance has also been placed on *PWD v. Satya Pal 2007 I LLJ 500* wherein Honourable High Court has observed in para 9 as under:

9. It is apparent from the above that the device of issuing work orders was to satisfy the letter of the law as contained in Section 2(oo)(bb) but in fact it was nothing but an employment on the continuous basis. The very purpose for which Section 2(oo)(bb) was introduced was to avoid saddling an employer with the liability under Section 25F where a worker had been engaged for a very short period of say, two or three months. It was not meant to be invoked in a situation where the worker is in continuous employment, as in this case, for over three years. If one were to interpret Sections 2(oo)(bb) in the manner that the appellant suggests, it would permit the law to be misused to avoid a statutory liability. It must be kept in mind that the ID Act is intended to protect a workman whose services have been continuously engaged for a considerable period of time. It is in this background that the provision of Section 2(oo)(bb) should be interpreted." (underlined by me).

11. Per contra on behalf of the Management, reliance has been placed on the pronouncement of the Honourable Apex Court in *Chintaman Rao vs. State of M.P. AIR 1958 SCC 388*

"9. This takes us to the consideration of the definition of the term 'worker' under the Act. 'Worker' is defined to mean a person employed, directly or through any agency, whether for wages or not, in any manufacturing process. It is and it cannot be disputed that the making of bidis is a manufacturing process. But is a Sattedar a person 'employed', directly or through agency, within the meaning of the definition " employed". The concept of employment involves 'three ingredients: (1) employer (2) employee and (3) the contract of employment. The employer is one who employs, i.e., one who engages the services of other persons. The employee is one who works for another for hire. The employment is the contract of service between the employer and the employee hereunder the employee agrees to serve the employer subject to his control and supervision. Can it be said that a Sattedar is employed by the management of the factory to serve under it ? There is a well understood distinction between a contractor and a workman and between contract for service and contract of service. In Stroud's Judicial Dictionary (Third Edition, Volume 1, Page 616) the distinction between a contractor and a workman is brought out in bold relief in the following manner:

10." Of course, every person who makes an agreement with another for the doing of work is a contractor, in a general sense; but as used in Workmen's Compensation Act, 1897 (60 & 61 Vict., c. 37), s. 4 "contractor" and "WORKMAN" "have come to have a more restricted and distinctive meaning," and "contractor" means 'one who makes an agreement to carry out certain work specified, but not on a contract of service'." The same idea is repeated in a different terminology thus.. " A 'contractor' is a person who, in the pursuit of an independent business, undertakes to do specific jobs of work for other persons, without submitting himself to their control in respect to the details of the work ". There is, therefore, a clear-cut distinction between a contractor and a workman. The identifying mark of the latter is that he should be under the control and supervision of the employer in respect of the details of the work. This Court in *Dharangadhara Chemical Works Ltd. v. State of Saurashtra* (1) in the context of the definition of " workman " under the Industrial Disputes Act (XIV of 1947) made the following observations at page 157: " The essential condition of a person being a workman within the terms of this definition is that he should be employed to do the work in that industry, that there should be, in other words, an employment of his by the employer and that there should be the relationship between the employer and him as between employer and employee or master and servant. Unless a person is thus employed there can be no question of his being a workman within the definition of the term as contained in the Act."

Reliance was also placed on *Puri Urban Co-op. Bank vs. Madhusudhan Sahu 1992 (3) SCC 323* . Paras 6 and 7 are hereby reproduced as under.

"6. Now engaging Sahu was to require him to weight the ornaments brought in the Bank for pledging and to appraise their quality, purity and value. He could be directed to do this but not the manner in which he shall do it. That was left to him exclusively, as it depended on his skill, technique and experience. Besides under the terms of engagement he was required to, and he did, execute a bond indemnifying and holding himself responsible to the Bank for all his acts and commissions as an appraiser, and be accountable for the loss sustained by the Bank on account of under-valuation of the gold pledged with it. These terms inhered in the Bank the power to warn him and to remind him that he was not expected to be negligent in his duty. Still there was a fair element of freedom though coupled with responsibility, for Sahu in the manner in which he could do his work.

7. Therefore, we are of the view that though Sahu claims to be a workman as commonly understood, he was not 'employed' as such, so as to establish a master and servant relationship, which could warrant a re-union in the event of disruption, by the intervention of the Labour Court. The allegation of the Bank before the Labour Court, as well as here, that Sahu is a reputed goldsmith and had remained gainfully employed so as to disentitle him any back wages, which appealed to the Labour Court, has remained uncontested before us. It also remains

uncontroverted before us that the Bank has, on its approved list, other such like appraisers and it is not obligatory for the Bank to allot work to Sahu or any other, at all. Additionally, in no event can he ask for work, or periodic remuneration or idling wages. These particulars, not by themselves, but in the totality or circumstances indicate lack of master and servant relationship." (underlined by me)

Reliance has also been placed in case law *Reji Kumar & Ors vs. Director of Health Services, Kerala & Ors. 2009 (16) SCC 385.* Para 7 of this Judgment reads as under:

"7. Even otherwise, when the appointment itself is for a fixed tenure, though the nature of the tenure is a temporary one, the appointment comes to an end after the expiry of the tenure and there would be no relationship of master and servant thereafter until the relationship is continued by a fresh letter of appointment, or by intervention of any court's order. We are told that when the appellants approached the High Court, the Court had not granted any interim order. By the time they approached the Court the term of one year had expired".

Reliance has also been placed on *Gamgadhar Pillai vs Siemens Ltd 2007(1) SCC 533.* Observations of the Honourable Apex Court in paragraph no. 26, 27 and 28 relates in the instant controversy.

"26. The period of employment had all along been commensurate with the period of work undertaken by Respondent under the respective contracts. It may be a small contract or it may be a big one. Period of contract in each case was indeed bound to be different. Each site office of Respondent Company is also a separate establishment.

27. It has furthermore not been denied or disputed that services of the employees engaged on such terms would come to an end on completion of the period of contract. Such retrenchment would come within the purview of [Section 2\(oo\)\(bb\)](#) of the Industrial Disputes Act. Once the period of contract was fixed and the same was done keeping in view the nature of job, it cannot be said that the act of the employer in terminating the services of Appellant was actuated by any malice. Such an act on the part of the employer cannot be said to have been resorted to for defrauding an employee. The object of such temporary employment was bona fide and not to deprive the concerned employee from the benefit of a permanent status. We, having regard to the fact situation obtaining herein, cannot infer that the findings of the Tribunal as also the learned Single Judge of the High Court were manifestly erroneous warranting exercise of our extraordinary jurisdiction under [Article 136](#) of the Constitution of India.

Reliance has also been placed on the case law *(2006) 1 Supreme Court Cases 253 Kishor Chandra Samal vs. Orissa State Cashew Development Corporation Ltd. Dhenkanal.* Para 10 and 11 of this judgment reads as under:

"10. [Section 2\(oo\)](#) of the Act reads as follows: "[Section 2\(oo\)](#) "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include -

- (a)
- (b)

(bb) termination of the service of the workman as a result of the non-removal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein"

11. The decision in S.M. Nilaikar's case (supra) has no application because in that case no period was indicated and only indication was the temporary nature of engagement. In the instant case in all the orders of engagement, specific periods have been mentioned. Therefore, the High Court's order does not suffer from any infirmity. (underlined by me).

Reliance has also been placed in case law *Municipal Council, Samrala vs Raj kumar 2006 (3) SCC 81.* Attention was drawn towards paragraphs 14 and 15 of the judgment which reads as under:

"14. The decision of this Court is not an authority for the proposition that apart from a project or a scheme of temporary duration, [Section 2\(oo\)\(bb\)](#) of the Industrial Disputes Act will have no application. Furthermore, in the instant case, as has been noticed by this Court in S.M. Nilajkar itself, the respondent was categorically informed that as per the terms of the contract, the same was a short-lived one and would be liable to termination as and when the appellant thought it for or proper or necessary to do so. Yet again, this Court in view of the facts and circumstances prevailing therein had no occasion to consider the second part of [Section 2\(oo\)\(bb\)](#) of the said Act.

15. There is neither any doubt nor any dispute that the terms and conditions contained in the offer of appointment on both the spells were the same. So far as the employment of a person in a Municipal Council

which is “State” in the meaning of Article 12 is concerned, the same must be done in terms of the provisions of the statute and/or rules framed thereunder. The respondent therefore was not appointed on a permanent or a temporary basis. It is not the case of the respondent that while making an offer of appointment, the Municipal Council had complied with the requirements laid down in the statute or statutory rules or even otherwise the same was in conformity with Articles 14 and 16 of the Constitution.

Reliance was also placed in the case law *Management of Sonepat Co-operative Sugar Mills Ltd. vs. Ajit Singh 2005 (1) LLJ 1122 SC*

“Thus, a person who performs one or the other jobs mentioned in the aforementioned provisions only would come within the purview of definition of workman. The job of a clerk ordinarily implies stereotype work without power of control or dignity or initiative or creativeness. The question as to whether the employee has been performing a clerical work or not is required to be determined upon arriving at a finding as regard the dominant nature thereof. With a view to give effect to the expression to do “any manual, unskilled, skilled, technical, operational, clerical or supervisory work”, the job of the concerned employee must fall within one or the other category thereof. It would, therefore, not be correct to content that merely because the employee had not been performing any managerial or supervisory duties, *ipso facto* he would be a workman.”

Reliance has also been placed on *Karnataka Handloom Dev. Corpn. Ltd v. Sri Mahadeva Laxman Raval 2006 (13 Supreme Court Cases 15)* The Apex Court has observed in paragraph 16, 17 and 18 as under:

16. A careful perusal of the terms and conditions of appointment would go to show that the respondent is not a worker but employed on contract basis on a time bound specific scheme assigned as weaving trainer. However, the learned Judges of the Division Bench committed a factual error in holding that the above letter of appointment does not show that employment was not a contract which stipulated that it comes to an end with the expiry of project or scheme nor is it the case of the Corporation that the respondent was made aware of any such stipulation even at the commencement of the employment. The High Court has failed to notice that the respondent was engaged on contract basis and had been assigned to train weavers who were lagging in weaving skills in the weaving potential development area working on time specific short term scheme sponsored by the Corporation. We are, therefore, of the opinion that the respondent is not a worker for the purposes of [Section 25F](#) of the I.D. Act but employed on contract basis only. The High Court also has not properly appreciated the judgment relied on - *S.M. Nilajkar & Ors. vs. Telecom District Manager, Karnataka*, (2003) 4 SCC 27. As the respondent was engaged as trainer for a specific period under the scheme and was paid a stipend of Rs.1,000/- p.m. from the date of his appointment and, therefore, [Section 2\(oo\)](#) of the Act is not attracted soon after the expiry of the specific period the respondent's service was discontinued and so it is not a retrenchment as defined under [Section 2\(oo\)](#) of the I.D. Act.

17. On the other hand, the case of the Corporation before the learned Single Judge and also before the Division Bench was that the respondent was not a workman in the employment of the appellant and that he was a weaver in the area as another weaver in the area and was getting certain concessions from the Corporation.

18. We have perused all the appointment letters dated 14.01.1991, 24.02.1992, 10.02.1993, 03.03.1993 and 30.11.1993 produced by the respondent as annexures which consistently and categorically state that the respondent's appointment with the Corporation was purely contractual for a fixed period. The respondent was engaged only under the Vishwa programme scheme which is not in existence. Now the scheme came to an end during August, 1994 the respondent was also not governed by any service rules of the Corporation. The Corporation put an end to the contract w.e.f. 31.08.1993 which, in our opinion, cannot be termed as dismissal from service. Even assuming that the respondent had worked 240 days continuously he, in our opinion, cannot claim that his services should be continued because the number of 240 days does not apply to the respondent inasmuch as his services were purely contractual. The termination of his contract, in our view, does not amount to retrenchment and, therefore, it does not attract compliance of [Section 25F](#) of the I.D. Act at all.

12. In view of these rival submission the first and very important point to be decided is whether the workman Bharat Lokhande was a workman within the definition of Section 2(s) of the Act or he was only engaged as a contractor.

13. In support of his claim Bharat Lokhande has filed affidavit of evidence but no documentary evidence has been filed. He has placed reliance on the documents relied upon and filed by the Management.

14. On behalf of the Management affidavit of Narendra Sukhdeo Dhavle has been filed who has also stated that the Corporation is a Government of India Undertaking and is governed by Recruitment Rules and has stated that Bharat Lokhande was only a Mafatia contractor and was never engaged as a workman. He has also stated that the Despatch Unit at Vashi of the Management was closed down permanently w.e.f. 16.5.2005. In his cross-examination, the witness has stated that he was not working under the supervision of the Officer of the Management. He was doing his job as per the written contract and no one was supervising his work. His statement that the Vashi unit was closed permanently

w.e.f.16.5.2005 has not been challenged in the cross-examination. It is argued that he anyhow got the favour of some Officers of the Management and managed to get this contract. He has drawn our attention towards certain part of the cross-examination of Bharat Lokhande (second party) which reads as under:

“I knew A.R.Sarkar from 1992. First contract was given to me by A.K.Sarkar on 27.2.1989. Some Officer at Vashi introduced me to Sarkar. The name of the Officer at Vashi is A.V.Mardikar. I went to Vashi Office on 2.2.1989. Nandini Kutty asked me to visit Vashi Office. I was knowing her for the last 10 years in 1989. Nandini Kutty called me for the first time on 2.2.1989 and she introduced me to Mardikar. I met Mardikar for that day for about 15-20 minutes. I started working from the date which is mentioned in the agreement. This is correct that the first contract for work was from 1.3.1989 to 28.2.1990.”

15. The argument of the learned counsel for the Management is that the contract entered into with Bharat Lokhande was for a specific period and subsequently it was renewed on the request of Bharat Lokhande and ultimately it could not be renewed because the Vashi Unit itself was to be closed.

A careful perusal of the case laws relied upon by the rival parties leads to the conclusion that although the supervision and the control on the workman is a guiding factor to determine the relationship of employer and employee but it has also been held by the Honourable Apex Court in the above mentioned case laws that this is not the concluding factor to determine the relationship.

The next guiding factor to determine the nature of relationship is the nature of the initial engagement and the duration. The conclusion that comes out after careful scrutiny of all the above mentioned case laws show that if a casual engagement is made even though on contract basis but the same is continued for several years then the relationship would be the employer and the workman. A distinguishing factor that can be carved out from the case laws is the period of the initial appointment. If the initial appointment has been made for a specific period or till the continuance of the project then the position would be different and such cases shall be different from the cases where initial appointment has been made without specifying any period of appointment.

16. It also comes out from the above case laws that in some cases the nature of work for which a person was employed also helps in determining the nature of employment. At this stage I would like to quote the definition of workman as defined in Section 2(s) of the Industrial Disputes Act, 1947 which reads as under:

“workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) Who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) Who is employed in the police service or as an officer or other employee of a prison; or
- (iii) Who is employed mainly in a managerial or administrative capacity; or
- (iv) Who, being employed in a supervisory capacity, draws wages exceeding [ten thousand rupees] per mensem or exercises, either b the nature of the duties attached to the office or by reason of the powers vested in hi, functions mainly of a managerial nature.

I would also like to quote Section 2(oo) 2(bb) of the Industrial Disputes Act, 1947.

2(oo) (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

17. The aforesaid definition is of great importance to determine the controversy in hand. Of course the intention of the Parliament in enacting such clause (bb) to clause (oo) of Section 2 of the Act was to exclude certain category of workers from the definition of retrenchment but there is nothing in sub clause (bb) which enables the unscrupulous employer to terminate the service of the workers on the ground of non-renewal of their contract even when the work for which they were employed subsists. The explanation as contained in sub-clause (bb) will have to be strictly construed and clause (bb) must be made applicable to such cases where the work ceases with the employment or the post itself ceases to exist. It cannot be made applicable to a case when the employer resorts to a contractual employment. The contract of employment consciously entered into by the workman with the employer is by itself a notice to the workman on the date of the commencement of the employment itself which goes to inform the workman that his employment was short lived as per the terms of the contract and was for a specific period and was liable to be

terminated on the expiry of the period specified in the contract or the project itself coming to an end. In such situation the workman would not be in a position to make complaint that his employment came to an abrupt termination. It is true that Industrial Disputes Act is intended to a workman whose services has been continuously engaged or a considerable period of time and in this background the provisions of Section 2(oo) and (bb) should be interpreted. Of course a person who makes an agreement with another for doing a work is a contractor and contractor means one who makes a agreement to carry out certain work in pursuit of independent business undertakes to do specific jobs of work for other persons without submitting himself to their control in respect to the details of the work. Thus there is a clear cut distinction between contractor and a workman but as stated earlier supervision by the employer in respect of the performance of the work cannot be conclusive proof of relationship. The essential condition of a person being a workman within the terms of the definition of the Act is that he will be employed to do the work in that industry and there should be, an employment by the employer and there should be relationship between the employer and him as master and servant. Unless a person is thus employed there can be no question of such relationship within the meaning of the Act. Even otherwise when an appointment itself is for a fixed tenure that the nature of tenure is a temporary one his appointment would come to an end after expiry of the tenure and there would be no relationship of master and servant. Thereafter by a fresh letter of appointment the same may be extended which will amount to a fresh contract.

18. In the case of Kishor Chandra Samal the Honourable Apex Court has distinguished the decision in S.M.Nilajkar and has observed that S.M.Nilajkar case has no application because in that case no period was indicated and only indication was temporary nature of engagement and in that background the relationship of employer and workman was accepted.

Now in this legal background, the issue No.1 has to be considered.

ISSUE NO.1 : Whether the second party Bharat Lokhande was a workman within the definition of Section 2(s) of the Act or he was a Contractor?

So far as facts of this case are concerned there is no dispute regarding facts. The initial engagement of the second party Bharat Lokhande was as Mafatia contractor and the contract itself reads that he may do the specified work either himself or shall get it done through others. Thus the nature of work as specified in the said contract shows that those work were of independent nature. It was not specified in the contract that how he will perform the work, how he had to complete the said work. He was to perform the assigned work in his own manner. The very distinguishing factor in the facts of the instant case was that the contract was for a specific period of one year. Even date of termination of the contract was also mentioned. After going through the cross-examination of Bharat Lokhande (second party) the only conclusion that can be arrived at is that he has never applied for his appointment as a workman. His admission in the cross-examination show that it was only by some special favour or due to some of his personal relations with some officers he was given this contract. It is also admitted that Bharat Lokhande from the date of his initial appointment worked for 15 years till 31.12.2004 but it is also an admitted fact that every year after expiry of the period of contract he himself gave request letter to the company for renewal of his contract. Several of such letters have been filed on behalf of the management and the same are admitted. In all such letters Bharat Lokhande has referred himself as Mafatia contractor. It is nowhere the case of the second party that he was forced to write so and he was a workman in the company. Thus the long period on which the learned counsel for Bharat Lokhande has laid great emphasis was virtually due to the yearly renewal of the contract and every such renewed contract was for a specific period of one year. It is also an admitted fact that the Vashi unit wherein Bharat Lokhande was working as Mafatia contractor came to an end in May 2005 because lease which was granted by Hindustan Petroleum Corporation Ltd was cancelled by Hindustan Petroleum Corporation Ltd and, therefore, unit was closed. Since every contract of Bharat Lokhande was for a specific period of one year therefore after 31.12.2004 there was no occasion for the company to renew the said contract for another period of one year. Nor the workman can make a complaint that his contract came to an abrupt end which was not within his notice.

19. Thus keeping in view the legal position as discussed above, this Tribunal is of the considered view that every time engagement of Bharat Lokhande was for a specific period of one year. Even the date of determination of contract was mentioned therein. On the request of the workman himself his contract was renewed. He himself in his request letters addressed himself as Mafatia contractor and it is also not been challenged that the said unit in which he was working was closed within a very short period thereafter. Thus it is true that Bharat Lokhande worked for a long time but keeping in view the guidelines as laid down by the Honourable Apex Court in the above mentioned case this Tribunal is of the considered view that inspite of his engagement for a long period the nature of his relationship cannot change because every contract was a fresh contract and that too say for a specific period of one year. So it transpires from a bare perusal of fact that Bharat Lokhande continued to work as a Mafatia contractor for a long time which was due to yearly renewal of his contract and when he came to know that Vashi unit is going to be closed then for the first time he raised demand for his regularization which was uncalled for in the facts of the present case. Thus in view of the discussion made above this Tribunal is of the considered view that there was no relationship of workman and employer as claimed by Bharat Lokhande. This issue is hereby decided in favour of the Management.

20. **ISSUE NO.2 :** Whether the termination of his services was illegal / irregular?

In view of the discussion made above, virtually there was no termination of the services of Bharat Lokhande which was only on the expiry of the period of contract that could not be renewed as the Vashi unit itself was closed. So by any stretch of imagination it can be stated that the termination of his services was illegal or irregular. This issue is accordingly decided against Bharat Lokhande.

21. **ISSUE NO.3.:** Relief, if any, to which the second party is entitled?.

In view of the findings given on Issue No.1 and 2 Bharat Lokhande is not entitled to any relief.

Award is passed accordingly.

JUSTICE S. V. S. RATHORE, Presiding Officer

नई दिल्ली, 16 मई, 2017

का.आ. 1303.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसूर मिनरल्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलूर के पंचाट (संदर्भ संख्या 58/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.05.2017 को प्राप्त हुआ था।

[सं. एल-29012/79/2008-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1303.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 58/2008) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 12.05.2017.

[No. L-29012/79/2008-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT, BANGALORE

DATED : 21st April, 2017

PRESENT : Shri V. S. RAVI, Presiding Officer

C R No. 58/2008

I Party

Smt. Rathnamma,
W/o Ananda Shetty,
R/of Melige Post,
Thirthahalli Taluk,
Shimoga District-577415

Since, I party Workman Rathnamma expired and later, her husband Ananda Shetty also Expired represented by her L.R's:

1. Sri. Karunakara , S/o Late Sh. Rathnamma & Ananda Shetty.
2. Sri. Shivaram Shetty, S/o Late Sh. Rathnamma & Ananda Shetty, since Shivaram Shetty expired represented by his wife Rukmini and daughters Rashmi M.S, Sushma M.S, Reshma M.S

All residing at Melige Post, Thirthahalli Taluk,
Shimoga District.

(For I party, M. Rajashekhar, Advocate)

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M. G. Road,
Bangalore.- 560001

(For II party M/s. A.K. Vasanth &
M.K. Girish, Advocates)

AWARD

1. The Central Government vide Order No.L-29012/79/2008-IR(M) dated 04.08.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the removal from service of Smt. Rathnamma w/o Ananda Shetty by the management of Mysore Minerals Limited w.e.f. 17.07.1998 is justified? If not, to what relief the workman is entitled to?”

2. Brief details mentioned in the Claim Statement are as follows:-

The I Party submits that the II Party has illegally terminated the services of the workman Rathnamma w/o Ananda Shetty, (since deceased) w.e.f. 17.07.1998, and the workwoman has faced unemployment, financial hardship, mental agony, and thereby suffered heavily. The I Party/ Workman has been appointed as a Labour/Mazdoor/Workman in the II Party on 05.04.1977 at Thirthahalli Clay Mines, Thirthahalli Taluk, Shimoga District. Since, then the I Party has worked continuously to the best of her ability and to the satisfaction of her superiors. The I Party submits that, while working as a workman, the II Party forced the I Party to undergo Medical Examination on 22.01.1998. The Doctor has issued the incorrect report in Form “O” to the II Party, stating that I Party appears to be more than 58 years. Further, the II Party decided to terminate her service with effect from 17.07.1998. Further, the I Party states that, the II Party based on the false certificate issued by the Doctor, has forcibly and illegally terminated her services and informed the said fact to the I Party, vide its letter dated 27.07.1998. The I Party states that, the actual date of birth of the I Party is entered in the B Register, which is 05.04.1948 and as per the register, as on 17.07.1998 the age of the workwoman, would be only 50 years 3 months and 13 days and the II Party has illegally terminated the I Party. Further, the I Party states that, the II Party with a malafide intention of terminating the services of I Party has obtained a false certificate stating that her age would be 58 years as on 17.07.1998 as against the true age and their own record. It is submitted that in the entire service of the I Party the II Party has not bothered to get the I Party medically checked up and for the first time during the year 1998, the II Party with a sole intention of removing the I Party from the service, has obtained the medical check-up done and illegally removed her from the service. Further, it is submitted that, the I Party has not been covered by the Mines Act, 1952 and Mines Rules 1995. Therefore, there has been no necessity for I Party to undergo any medical examination as required under the Mines Act and Rules since her service has not been covered under the said Act. It is submitted that, at the time of removing the I Party from the service she has been given only gratuity and all other service benefits have been intentionally withheld by the II Party and the said conduct of the II Party is highly objectionable and condemnable. Further, it is submitted that, the other co-employees of the I Party those who have been illegally discharged from the service by the II Party have succeeded in either getting the job or the service benefits. Hence, the I Party is also entitled to get her legal dues from the II Party. It is further submitted that since the I Party has been illegally discharged from service w.e.f 18.07.1998, i.e., nearly 6 years, 8 months and 17 days, earlier to the date of superannuation (04.04.2008), without assigning any valid reasons and without settling her service benefits such as Gratuity, Provident Fund, Earned Leave, Bonus, Medical Benefits etc., the I Party has suffered great loss and hardship apart from suffering financial loss and sustained mental shock. It is submitted that, since the I Party is not worldly wise she could not fight back and recover the benefits for which she is legally entitled to. Further, I party is entitled to receive damages from the II Party for illegal termination/ discharge and having made the I Party to suffer great mental shock. Thus, the LRs of the deceased workwoman are entitled to get Rs. 5,74,180/- together with interest at the rate of 12% from 18.07.1998 up to the date of payment by the II Party. Therefore, it is prayed that this Court may be pleased to allow the claim petition and direct the II Party to pay a sum of Rs. 5,74,180/- along with interest at the rate of 12% from 18.07.1998 up to the date of payment by the II Party together with costs, in the interest of justice and equity.

3. Brief details mentioned in the Counter statement are as follows:-

At the time of joining the service, in the year 1977, the I party has furnished her date of birth as 05.04.1948 as per the Horoscope maintained by his parents as per the family tradition and custom. It is not correct to state that the II party has accepted the same as true and correct. The I party has not produced any authenticated document with regard to her date of birth before the II party. Further, II party on the recommendation of the employees union of the II party, the I party has been subjected to medical examination. It is not with any ulterior motive as alleged by the I party. All the required facilities have been provided by the II party to the I party as per the Mines Act. The allegation made by the I party in para No.8 of the claim petition is wholly incorrect. The II party has instructed the Medical Examiners to submit report with regard to health condition and age of the mining workers. The allegations of the I party that the II party with an ulterior motive tampered the I party's record, date of entry and age, etc, is false and incorrect. All the required service regulations governing the I party have been followed by the II party. The I party joined the services of the II party on 05.04.1977 at the age of 29 years. The Register of Employees in Form-B is produced for the kind

perusal of this Court and enclosed as Annexure-R1. It is further submitted that the I party is not entitled for any reliefs from this Court much less continuity of service, back wages, and other consequential benefits. Therefore, the I party is not entitled for any relief at the hands of this Court. In the medical examination, the I party has been found to be aged more than 58 years as per the report given by the doctors. Therefore, I party cannot question before this Court with regard to genuineness of medical examination report as law provides alternative remedy, i.e., filing appeal before the Medical Appellate Board within 30 days. Therefore, the I party is debarred in law to question the legality of the medical report before this Court. The I party has approached this Court, with incorrect allegations against the II party.

Therefore, the filing of the above dispute is against the principle of Promissory Estoppel. Hence, the claim filed by the I party before this Court is time barred and this Court cannot entertain the said claim at this length of time. Viewed from any angle, the claim filed by the I party is not maintainable for the above mentioned reasons.

Hence, II party prays to dismiss the claim petition filed by the I party.

Further, this is an old case of the year 2008. In the circumstances, this Court is constrained to pass appropriate award, in accordance with law, based upon the materials brought on record.

4. The pertinent point that arises for consideration in the present matter is:-

“Whether the removal from service of Smt. Rathnamma w/o Ananda Shetty by the management of Mysore Minerals Limited w.e.f. 17.07.1998 is justified? If not, to what relief the I party is entitled to?”

5. Analysis, Discussion Findings with regard to the above mentioned point:-

The WW-1 namely, Smt. Rathnamma W/o Ananda Shetty/Workwoman (since deceased) has examined herself as WW-1 and also, the above mentioned submissions made in the claim statement have been stated by her. Further, Death Certificate of Smt. Rathnamma W/o Ananda Shetty, has been submitted, in order to establish that she has expired on 13.07.2012 and also family tree details have been issued by the Village Accountant dated 30.07.2012. The WW-1, has clearly submitted in the claim statement and also, in her evidence that she has joined the II party-company on 05.04.1977 and Terminated on 17.07.1998. Further, WW-2 namely Smt. Rukmini, wife of Shivarama Shetty, examined herself as WW-2 and she has filed Ex W-7 to Ex W-10. Further, WW-3, Rashmi M.S, D/o Shivarama Shetty, examined herself as WW-3 and she has filed Ex W-11 to Ex W-14. Further, as per Ex W-14, the Genealogical tree detail has been issued by the Village Accountant. Further, Karunakara M.A, has examined himself as WW-4 and filed Ex W-15 to Ex W-18.

6. Further, it is seen that as per the Register of Employees, furnished by II party the Date of Birth of workwoman has been mentioned as 05.04.1948, as pointed out in the claim statement. Further, in the Ex-W2 Medical Report, the workwoman has affixed only the left hand thumb impression. On that ground only, it is pointed out in the claim statement that the workwoman is an illiterate workman and not worldly wise to understand the details, properly. Further, as per the Ex-W10, the family members details of deceased workman have been clearly furnished by the I party. Also, as per Ex-W12, the death certificate of Ananda Shetty, has been issued by the Chief Registrar of Births and Death. Further, as per E-W13 the death certificate of Shivarama Shetty, Son of workman has been filed. Further, in the Counter statement, itself, the II party has admitted that the workwoman has joined the services of the II party on 05.04.1977 and the Register of Employees in Form – B has also been submitted. Further, W2 to W4 witnesses have clearly established by filing the relevant records, as mentioned in the Exhibits list and also significantly established that they are entitled to get the amount of Rs.4,15,815/- payable to the deceased workwoman. Further, the Assistant Manager, of II party, namely MW1 has also admitted that the said workwoman joined the services of II party company on 05.04.1977. However, the II party has not established that removal of I party from the services of II party is genuine and legitimate.

7. Further, it is found that the I party is not entitled to get gratuity for the period 18.07.1998 to 04.04.2006, and also interest at the rate of 12% and further, the amount of damages from the II party management for the above mentioned peculiar facts and special circumstances and unique details and reasons. Further, it is seen that, the II Party/Management is adopting super technical and hyper technical measures, so as to stop the workwoman of I Party from getting the legal benefits. Further, the intension of the legislature in enacting the Social Welfare provisions of Industrial Dispute Act would be defeated, if the untenable actions of the II Party/Management are not taken into consideration very seriously, and also the legal benefits of the workwoman are denied. As held in Basti Sugar Mills Co. Ltd. Vs State of U.P., (1979) 2 SCC 88, by V. Kishna Iyer. J: “Industrial Jurisprudence does not brook nice nuances and torturous technicalities to stand in the way of just solutions reached in a rough and ready manner. Grim and grimy life-situations have no time for the finer manners of elegant jurisprudence.” Thus, the process of industrial adjudication is an onerous task being guided by the constitutional mandates and aiming at settlement of the industrial dispute on a fair and just basis, tested on the touchstone of social and economic justice. When an industrial dispute is raised, it is a commotion to be pacified by dispensing justice. In such adjudication, not just the right to equality and

other Constitutional guarantees, but the aims and ideals of the Constitution enter into the consideration. It is the duty of the Courts to apply directive principles in interpreting the Constitution and the laws.

8. Further, in the Judgment of the Hon'ble High Court of Karnataka, dated 29.03.2001, Mr. Hon'ble Justice, K.L. Manjunath, in Writ Petition No. 5615/2001(S-RES), between Smt. K. Dundamma Vs MML(II Party herein), it is clearly held as follows:- “The Management herein shall not change the date of birth of the petitioner in the service register without adopting the procedure known under the law”. Further, in the Judgment of the Hon'ble High Court of Karnataka, dated 12.06.2002, by the Hon'ble Mr. N.K. Jain, Chief Justice and Mr. Hon'ble Justice, S.B. Majige, in Writ Appeal No. 3460/01 C/W W.A. No. 3459/01(S), between MML(II Party herein) Vs Puttachari and others, it is specifically held as follows:- “Once the age is entered in service record, it cannot be changed unless the procedure prescribed for changing the date of birth is followed.” Also, in the Judgment of the Hon'ble High Court of Karnataka, dated 01.06.2006, Mr. Hon'ble Justice, Ashok B. Hinchigeri, in Writ Petition No. 26101/01 C/W W.P. Nos. 23798/01, 23797/01 & 23794/01(S-RES), between Sh. V.C. Range Gowda and others Vs MML (II Party herein), it is particularly held as follows:- “I unmistakably hold that the impugned order and the medical reports are totally unsustainable and quash them for the following reasons:-

- a) The decision making process is not fair and transparent.
- b) The impugned decision to retire them from the service is passed in fragment violation of the principles of natural justice.
- c) It shocks the judicial conscience that somebody's age can be determined based on the medical examination; even when the medical science and technology have advanced, a stage has not yet come where the date of birth can be ascertained with a absolute certainty based on the medical examination.
- d) There is no application of mind either by the respondents or by the author of the medical reports.
- e) The respondents are in no position to spell out the details of the 'Mass Medical Examination'. They have not filed the affidavits of the doctors who conducted the medical tests on the basis of which the age is determined. How many employees were subjected to the medical examination, what is the length of the medical examination and how many doctors did the examination are not forthcoming from the respondents.
- f) Based on the unreliable medical reports, the date of birth of the petitioners cannot be altered to their prejudice and disadvantage.

Viewed from any angle, the impugned orders and the medical reports are wholly unsustainable. Therefore, the respondents order dt. 26.02.2001 Annexure-B in W.P. No. 26101/01, dt. 12.03.2001 Annexure-B in W.P. Nos 23798/01, 23797/01 & 23794/01 and dt. 27.03.2001 Annexure-A in W.P. No. 23797/01 and the medical reports Annexures C-1 to C-4 in W.P. No. 26101/01, Annexure-B in 23797/01 & Annexure-C in W.P. No. 23794/01 are hereby quashed. For no fault of the petitioners they are driven to this Court by the capricious acts of the respondents. Therefore, I impose a cost of Rs. 1,000/- on the respondents payable to each of the petitioners within 4 weeks from today. The Writ Petitions are accordingly allowed.” Hence, the II Party is not justified in submitting in the Objection/Written Statement that, the Medical Examination has been conducted as per the Mines Rules, 1955 and the I Party, has not been allowed to work after 17.07.1998, as the I Party has reached the age of superannuation.

9. Further, the jurisdiction of an Industrial Tribunal-Cum-Labour Court, therefore, is expansive and creative and not restricted to only enforcing or interpreting the contract of service or the extant of legal provisions and it is not fettered by the limitations of contracts and can even involve extension of existing agreement of the making of a new one, or in general, creation of new obligations or modification of old ones. The ultimate object is to see that industrial disputes are settled by industrial adjudication on principles of fair play and justice. The I Party has clearly established that the II Party has terminated the service of I Party without following the due process of law and also principles of natural justice, fairness and reasonableness and hence, the workman of I Party is entitled to get full back wages and other consequential benefits from the date of termination, i.e., 18.07.1998 to 04.04.2006. For the above, mentioned reasons, it is found that, the LR's of the deceased workman namely i) Smt. Rukmini, wife of Shivarama Shetty and daughters of Shivarama Shetty namely ii) Rashmi M.S, iii) Sushma M.S, and iv) Reshma M.S are entitled to get 1/4th share each of 50% of the amount of Rs.4,15,815/- payable to deceased workwoman and another 50% of Rs.4,15,815/- to Karunakara M.A, towards monetary benefit amounts, and loss of income sustained and payable to the I Party workwoman Smt. Rathnamma w/o Ananda Shetty from 18.07.1998 to 04.04.2006, for the above mentioned various reasons, grounds and details mentioned in the claim statement and also, established by the I party, in accordance with the law. Accordingly, the following award is passed.

AWARD

The II Party is not justified in terminating the service of the Smt. Rathnamma w/o Ananda Shetty—workwoman, (since deceased) w.e.f 17.07.1998 and II Party is directed to pay Rs.4,15,815/- for the loss of income sustained by the workwoman to the LRs of the deceased workwoman, namely, i)Smt. Rukmini, wife of Shivarama Shetty and daughters of Shivarama Shetty namely ii) Rashmi M.S, iii) Sushma, M.S, iv)Reshma M.S at the rate of 1/4th share each of 50% of the amount of Rs.4,15,815/- payable to deceased workwoman and another 50% of Rs.4,15,815/- to Karunakara M.A, and the award is passed accordingly, without cost for the above mentioned peculiar facts and circumstances.

(Dictated, transcribed, corrected and signed by me on 21st April, 2017)

V. S. RAVI, Presiding Officer

List of Witness on the side of I Party:

WW 1	Smt. Rathnamma, I Party/workman (Deceased)
WW2	Smt. Rukmini, W/o Late Shivarama Shetty
WW3	Ms. Rashmi M.S, D/o Late Shivarama Shetty
WW4	Sri. Karunakara M A, S/o Late Rathnamma Ananda Shetty

List of witness on the side of the II party: Mr.Somanna, Asst. Manager .

Exhibit marked on behalf of I Party:

Exhibits	Date	Description of Document
Ex W-1	-	'B' Register of Employees
Ex W-2	-	Medical Report in Form 'O'
Ex W-3	16.07.1998	Letter by II Party to I Party
Ex W-4	27.07.1998	Order by II Party to I Party
Ex W-5	05.04.1977	Statement of Attendance, leave, emoluments etc.,
Ex W-6	18.07.1998	Statement of Attendance, leave, emoluments etc.,
Ex W-7	-	Aadhaar Card Copy of Rukmini
Ex W-8	-	PAN Card details of Rukmini
Ex W-9	-	Bank Account details of Rukmini
Ex W-10	01.03.2017	Family Tree details
Ex W-11	-	Aadhaar Card Copy of Rashmi M S
Ex W-12	18.12.2012	Death Certificate of Ananda Shetty
Ex W-13	05.02.2016	Death Certificate of Shivarama Shetty
Ex W-14	30.07.2012	Family Tree details issued by Village Accountant
Ex W-15	-	Aadhaar Card Copy of Karunakara M A
Ex W-16	-	PAN Card details of Karunakara M A
Ex W-17		Bank Account details of Karunakara M A
Ex W-18	24.03.2017	LRs details by Workwoman.

नई दिल्ली, 16 मई, 2017

का.आ. 1304.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसूर मिनरल्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलूर के पंचाट (संदर्भ संख्या 97/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.05.2017 को प्राप्त हुआ था।

[सं. एल-29012/23/2007-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1304.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 97/2007) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 12.05.2017.

[No. L-29012/23/2007-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT, BANGALORE

DATED : 21st April, 2017

PRESENT : Shri V. S. RAVI, Presiding Officer

C R No. 97/2007

I Party

Sri. Rangaswamy,
S/o Late Hanumanayaka, MML Worker,
Anathi Village & Post,
Bagur Hobli, Channarayapatna Taluk,
Hassan District.

(For I party, M/s K.T. Govinde Gowda
& Sh. C.G. Dileep Gowda, Advocates)

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M G Road,
Bangalore- 560001

(For II party M/s. L. Venkatarama Reddy
Advocate)

AWARD

1. The Central Government vide Order No.L-29012/23/2007-IR(M) dated 21.08.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDE

“Whether the action of the management of M/s Mysore Minerals Limited in terminating the services of Sri. Rangaswamy w.e.f. 26.03.1998 is justified? If not, to what relief the workman is entitled to?”

2. Brief details mentioned in the Claim Statement are as follows:-

The I Party submits that in the year 1986, he has joined in the service of the II Party management at its Mining Unit viz., Bhaktharahalli Chromite Mines, Channarayapatna Taluk, Hassan District, as a Mining Worker under Token No. 138. The I Party has been rendering his service Sincerely, Honestly, Diligently without giving any room for any omission or commission. The I Party submits that, from 07.02.1998 for a period of 5 weeks the I Party could not attend the duty due to his mother's illness and also, subsequently she died. The I Party intimated the same to the officials of the II Party and requested them for sanctioning the leave. Knowing the said details the Manager of II Party issued notice dated 07.03.1998, 13.03.1998 and 23.03.1998. After the receipts of the notices, the I Party promptly once again explained his difficulties for his absence for the duty and availing leave thereon, due to serious illness of his mother. Subsequently, the I Party reported for duty on 26.03.1998 onwards but Officials of the II Party refused to allow him inside the Mines at Bhaktharahalli and Byrapura Mines on the plea that the said Manager required clarification from the

II Party Head Office. Everyday the I Party used to approach the Manager of Bhaktharahalli and other Superiors for providing employment. The I Party respectfully submits that, during the year 1995-96, the II Party Management as eyewash entrusted some Mining Development Work in Hassan and Shimoga Districts to Private Contractors without following due process of law and paid about Rs. 21 crore in an illegal manner without extracting Mining Development Work. Finally and ultimately the II Party adopted its own tactics, ways and means for terminating the Mining Workers, in short cut methods and also in an illegal and irregular manner by adopting anti-labour and un-fair labour practice and victimized the I Party and other co-workers by removing them enmasse by resorting to so-called Medical Examination during the year 1998. The I Party respectfully submits that, the action of the II Party in terminating the services of the I Party in the said manner tantamount, to retrenchment within the meaning of Section 2(00) of the Industrial Dispute Act. The II Party having not followed the Mandatory provisions of Section 25 F, G, H & N of the Industrial Disputes Act, 1947 and Rules 78 and 79 thereon, the action of the Management is, therefore, void-ab-initio as laid by the Hon'ble Supreme Court of India in the case of Sundaramani Vs State Bank of India, Santhosh Gupta Vs State Bank of India, Robert D'Souza Vs Southern Railway, K.S.R.T.C.- Bangalore Vs Boraiah and others and also violated the Provisions of Industrial Dispute Act, 1947. The II Party Management is not justified in retrenching the service of the I Party w.e.f. 26.03.1998, in summary manner, without any regard to the principal of Natural justice and fair play. The I Party respectfully submits that apart from the violation of various provisions of the I.D. Act, and the Principle of Natural justice, the II Party violated its own Certified Standing Orders namely Mysore Minerals Limited Officers and Employees Conditions of Service, Conduct and Disciplinary Proceedings Rules under Rule/Clause 24 & 33. The I Party respectfully submits that, the II Party failed to issue 3 months prior notice or tendered payment of 3 months salary to the I Party before termination of service of the I Party under Rule 24. The I Party submits that the II Party failed to issue the charge sheet and show-cause notice to the I Party. The I Party submits that the I Party belongs to Scheduled Tribe which is socially and economically weaker section and also, he is the Rural based worker and used to work in Mines, which is in a remote place of the village and the I Party is also an illiterate worker belonging to Economically weaker section & not a matching party to fight against the II Party, for the injustice done by the II Party. The I Party is facing financial hardship and mental agony due to stoppage of his monthly earnings in the II Party organization and also, due to illegal termination. Also, the I Party is not able to maintain himself and his family with day to day, food and basic needs. The I Party has faced the financial hardship to reach the Labour Department like Assistant Labour Commissioner and Conciliation Officer (C), Hubli from his place, for raising the dispute and also, to set right his grievances. Ultimately with great hardship, mental agony and with the help of well wishers, the I Party has raised the I.D before the Assistant Labour Commissioner and Conciliation Officer (C), Hubli on 27.03.2006. The I Party is entitled for back wages, continuity of service and other consequential benefits from the date of refusal to provide employment w.e.f. 26.03.1998. The II Party violated the provisions of I.D. Act as well as its own Certified Standing Orders/Service Rules as stated above. Under the I.D. Act there is no limitation prescribed for raising the dispute and the Article 137 of Schedule to the limitation Act is not applicable to proceedings under I.D. Act. This point is repeatedly decided by the Hon'ble Supreme Court of India and Hon'ble High Courts of various states namely,

- (i) LLJ-II-2001-pg788-792 [SC], Sapan kumar Pandit Vs U.P. State Electricity Board and others.
- (ii) LLJ-I-1999-pg 1260-1265 [SC], Ajaib Singh Vs Sirhind Co-operative Marketing-cum-processing Service Society.
- (iii) LLJ-II-1999-pg-482-483[SC], Mahavir Singh Vs U.P. State Electricity Board and others.
- (iv) LLJ-I-2003-pg 412-414 [MP], Ramadhar Tiwari Vs Union of India and others.
- (v) LLJ-I-1994-pg 468-471 [All], U.P. State Spinning Mills Co. Vs State of U.P & Others
- (vi) LLJ-II-2003-pg 1143-1145[Ori], Management of Aska Co-operative Central Bank Ltd. Vs State of Orissa
- (vii) LLJ-I-2002-pg-204-206 [Mad], E.E. Construction Division 2, Mannarpuram, Trichy and Another Vs M.Gajapathy and Another
- (viii) LLJ-I-2002-pg-1079-1081[Del], Mangal Singh Vs Presiding Officer, Industrial Tribunal No.1, Delhi and Another
- (ix) LLJ-I-2002-pg-1129-1132[Bom], Haribhau S/o. Gaman Waghchaure Vs State of Maharastra and Another.

Therefore, the I Party prays this Court to pass an award holding that the action of the II Party Management is not justified in terminating the service and also, premature superannuating of the I Party services w.e.f. 26.03.1998 and to direct the II Party to reinstate the I Party, with continuity of service, with payment of Full back wages and other consequential benefits from the date of termination i.e., 26.03.1998 till providing employment as per B-register and EPF records and Service records maintained by the II Party and EPF Authorities and pay the interest at the rate of

18% from the said due date, up to the date of payment and further, award for the cost of the present proceedings, in the interest of justice and also, equity.

3. Brief details mentioned in the counter statement are as follows:-

The II Party states that, the dispute raised by the I Party is totally perverse, frivolous and misconceived, and there is no merit in the dispute, in question, raised by the I Party. Hence, the same is liable to be dismissed in limine at threshold. The II Party also states that, the I Party has raised the dispute after lapse of 10 years from the date of termination of service i.e, 26.03.1998. The II Party states that, the I Party has been given 30 days time to prefer appeal before Appellate Medical Board as per Rules. The I Party has not availed the opportunity extended to him by the II Party. However, the I Party waited for the result in the case filed by the co-workers, who approached Hon'ble High Court of Karnataka. The Success of co-workers of I Party in W.P. No. 5615/2001 and 269101/2001 before Hon'ble High Court of Karnataka inspired the I Party to file this dispute after lapse of 10 years. The II Party states that, if parties like I Party, are allowed to file dispute before the Court of law, then there will be no end to litigation in the country. Hence, the conduct of the I Party does not deserve any relief at the hands of this Tribunal. The II Party also states that, the dispute raised by the I Party is liable to be dismissed on the ground of delay and laches, since the claim made by the I Party is stale and time barred. The II Party states that, the II Party has arranged for Medical Examination of all the employees and workers, working at Mines Units during the year 1997-98 as required under Mines Rules 1995, which is a requirement of law. The II Party also states that, for the above said purpose of Medical Examination of workers, as per the advice of the Director of Mines Safety - a team of qualified and Senior Medical Officers from Hutt Gold Mines Co. Ltd., have been specifically entrusted to carry out Medical Examination of all the workers of II Party, who are working at Mines Units in various places. The said expert team have examined the I Party and found that I party has no capacity to work in the mine, in view of the fact that the I Party, aged more than 58 years as on the date of Medical Examination. As per the report of expert Medical examination, the II Party Management took the decision to terminate the services of the workers who are working at Mines units under the management of II Party. However, the I Party took decision to receive the monetary benefits arising, due to of the termination, i.e., E.P.F, Gratuity, Leave Pension and settled the matter with the II Party without any protest and without any grievance of his rights. The II Party also states that, the I Party who has amicably settled his monetary benefits with the II Party and has no right to raise the present dispute after lapse of 8 years, at instigation, for wrongful gain. The II Party states that, the dispute referred by Government of India is itself not maintainable in law, in view of the fact that there is no relationship of employer and employee existed between I Party and II Party, as on the date of preferring the reference. Hence, the reference is made without authority of law and without jurisdiction, as such the dispute deserves to be dismissed on this ground alone. The II Party states that, the Central Government ought to have refused to refer the dispute sought by the I Party on the ground that the claim does not merit reference. There is no Industrial Dispute existed or is apprehended. The II Party also states that, the statements made by I Party in the claim statement are all denied as false and incorrect and the I Party is put to strict proof thereof. The I Party is not entitled for any family pensionary benefits as per law. The provisions of Employees Provident Fund Act, 1952 and Industrial Disputes Act, 1947 are not applicable in the case of the I Party. The II Party also states that, the I Party is happily working elsewhere since from the date of his termination. Hence, the question of suffering from financial problems without work does not arise at all. The II Party states that, the II Party has not changed the date of birth of I Party as alleged by him. The II Party also states that, the statement of I Party that he is pursuing the concerned authorities till raising the dispute is totally incorrect and the I Party has slept over his rights for 10 years. The II Party states that, the allegations of the I Party that the II Party has not followed the procedure and law while terminating the I Party and the action of the II Party is illegal, irregular and arbitrary, capricious and malafide are all figment of imagination of the I Party. Therefore, the II Party prays this Court to dismiss the dispute filed by the I Party with exemplary costs, in the interest of justice and equity.

4. The crucial point that arises for consideration in the present matter is:-

“Whether the action of the management of M/s Mysore Minerals Limited in terminating the services of Sri Rangaswamy w.e.f. 26.03.1998 is justified? If not, to what relief the workman is entitled to?”

5. Analysis, Discussion Findings with regard to the above mentioned point:-

The I Party/workman namely WW1 has specifically stated in the claim statement and also in his evidence that he has joined in the service of II Party/Management at its mines unit, namely Bhaktharahalli Chromite Mines, Channarayapatna Taluk, Hassan District, as a Mining Worker under Token No. 138 in the year 1986. The WW1 has also rendered his service sincerely, honestly, diligently, without giving room for any omission or commission. The I Party states that, from 07.02.1998 for a period of 5 weeks the I Party could not attend the duty due to his mother's illness and also subsequently, she died. The I Party intimated the same to the officials of the II Party and requested them for sanctioning the leave. Knowing the said details the Manager of II Party issued notice dated 07.03.1998, 13.03.1998 and 23.03.1998. After the receipt of the notices, the I Party promptly once again explained his difficulties

for his absence for the duty and availing leave thereon, due to serious illness of his mother. The I Party states that the II Party failed to issue the charge sheet and show-cause notice to the I Party. Further, WW1 also states that, his date of birth as per the Register of Employees maintained by II Party is 07.11.1965 and he is entitled to serve in the II Party-company, till reaching the age of superannuation i.e, till 07.11.2025. WW1 also states in his evidence and claim statement that, he is not gainfully employed anywhere during the termination period and he is depending upon the earnings from the employment with the II Party and due to his illegal termination he has suffered mental agony and hardship. Furthermore, in the claim statement and the evidence the I Party/workman has stated that all the efforts made by him, for recalling above mentioned termination order has not materialised, due to the unreasonable attitude of the II party. Further, I party has particularly stated in his claim statement that he is an illiterate and he is the only bread winner of his family and his repeated request has not been considered by the II Party, due to the adamant, unreasonable, un-helpful attitude and hostile discrimination of the II Party Management. Further, as per Ex W-4, dated 31.08.2001, the I Party has sent letter to II Party requesting the II Party to permit him to do the duty and pay the wages from 26.03.1998 till allowing and permitting him to work and as per Ex W-5, circular issued on 22.08.2008 by the II Party and the retirement age of workman has been increased from 58 to 60 years, by the II Party.

6. Further, I Party has clearly stated that he has met the officers of the II Party several times and also requested for cancellation of Termination Order issued by the II Party illegally, but the II Party has failed to consider the request of I Party and therefore the punishment of termination imposed by the II Party is illegal, irregular, arbitrary, malafied and also not justified in accordance with law. Further, in the evidence the I Party has clearly stated that he is not gainfully employed anywhere during the termination period and he is depending upon the earnings from the employment with the II Party and due to his illegal termination he has suffered mental agony and hardship. Further, it is the settled law that there is no estoppel as against the statutory rights with regard to the workers right, as pointed out in the Social Welfare legislation of Industrial Dispute Act. Hence, the Management cannot submit that after receiving the terminal benefits, the workman cannot adjudicate for his legal rights under the provisions of I.D. Act.

7. Further, on a careful scrutiny of the pleadings namely claim statement and objection filed by the II Party and also evidence and documents filed on behalf of both parties and Exhibits filed on behalf both the parties, it is found that the II Party has not taken action as per the principles of natural justice, fairness and reasonableness. Further, on appreciating the evidences adduced and also the documents produced by both the parties, in the proper perspective, it is found that the workman is entitled to get reinstatement, with full back wages, and also with the continuity of service. Further, it is seen that, the II Party/Management is adopting super technical and hyper technical measures, so as to stop the workman from getting the legal benefits. Further, the intension of the legislature in enacting the Social Welfare provisions of Industrial Dispute Act would be defeated, if the untenable submissions of the II Party/Management are not taken into consideration very seriously and, it is found that the legal benefits of the workman have to be granted in the best interest of Industrial Adjudication. Further, the II Party issued, three notices dated 07.03.1998, 13.03.1998 and 23.03.1998 to I Party. However, I Party has clearly stated that his Date of Birth is 07.11.1965, and he will be attaining the age of superannuation only on 07.11.2025 and after taking the 5 weeks of leave the I Party, has reported for duty on 26.03.1998. Further, the Assistant Manager of II party namely, MW1 has clearly admitted that the Register of Employees has been submitted to this court. As per the Register of Employees, the Date of Birth of I party has been mentioned as 07.11.65 only. Further, MW1 has admitted in the cross examination, that it is true to suggest that there is also no health unit and Bhattarahalli Chromite Mines is an ---open mine and there is no shelter from Sun and Rain, and along with the termination order issued to the I party, three months salary has not been paid and he does not know as to whether change of age, has been intimated to EPF Authorities, as per the Medical certificates and it is true to suggest that the I party is an illiterate person. Further more, MW1 has admitted that it is true to suggest that having suffered the loss the Management thought of reducing the number of workers and at the said juncture, the Management ordered for Medical Examination of all the mining workers and we have not produced the medical certificate issued by the Doctor who examined the I party and it is true to suggest that the I party has not been issued the charge sheet and no enquiry has been conducted before the termination of his service.

8. Further, it is relevant to mention that the I Party workman has been punished by II Party on 26.03.1998 itself. Further, the underlying aim and object of adjudication of an Industrial Dispute is, in effect, dispensation of social and economic justice and translating fundamental rights as well as directive principles into some tangible relief. As held in Basti Sugar Mills Co. Ltd. Vs State of U.P., (1979) 2 SCC 88, by V. Kishna Iyer. J.: “Industrial Jurisprudence does not brook nice nuances and torturesome technicalities to stand in the way of just solutions reached in a rough and ready manner. Grim and grimy life-situations have no time for the finer manners of elegant jurisprudence.” Thus, the process of industrial adjudication is an onerous task being guided by the constitutional mandates and aiming at settlement of the industrial dispute on a fair and just basis, tested on the touchstone of social and economic justice. When an industrial dispute is raised, it is a commotion to be pacified by dispensing justice. In such adjudication, not just the right to equality and other Constitutional guarantees, but the aims and ideals of the Constitution enter into the consideration. It is the duty of the Courts to apply directive principles in interpreting the Constitution and the laws. The jurisdiction of an Industrial Tribunal-Cum-Labour Court, therefore, is expansive and creative and not restricted to

only enforcing or interpreting the contract of service or the extant legal provisions and it is not-fettered by the limitations of contracts and can even involve extension of existing agreement of the making of a new one, or in general, creation of new obligations or modification of old ones. The ultimate object is to see that industrial disputes are settled by industrial adjudication on principles of fair play and justice.

9. Further, in the Judgment of the Hon'ble High Court of Karnataka, dated 29.03.2001, Mr. Hon'ble Justice. K.L. Manjunath, in Writ Petition No. 5615/2001(S-RES), between Smt. K. Dundamma Vs MML(II Party herein), it is clearly held as follows:- “The Management herein shall not change the date of birth of the petitioner in the service register without adopting the procedure known under the law”. Further, in the Judgment of the Hon'ble High Court of Karnataka, dated 12.06.2002, by the Hon'ble Mr. N.K. Jain, Chief Justice and Mr. Hon'ble Justice. S.B. Majige, in Writ Appeal No. 3460/01 C/W W.A. No. 3459/01(S), between MML(II Party herein) Vs Puttachari and others, it is specifically held as follows:- “Once the age is entered in service record, it cannot be changed unless the procedure prescribed for changing the date of birth is followed.” Also, in the Judgment of the Hon'ble High Court of Karnataka, dated 01.06.2006, Mr. Hon'ble Justice. Ashok.B. Hinchigeri, in Writ Petition No. 26101/01 C/W W.P. Nos. 23798/01, 23797/01 & 23794/01(S-RES), between Sh. V.C. Range Gowda and others Vs MML (II Party herein), it is particularly held as follows:- “I unmistakably hold that the impugned order and the medical reports are totally unsustainable and quash them for the following reasons:-

- a) The decision making process is not fair and transparent.
- b) The impugned decision to retire them from the service is passed in fragment violation of the principles of natural justice.
- c) It shocks the judicial conscience that somebody's age can be determined based on the medical examination; even when the medical science and technology have advanced, a stage has not yet come where the date of birth can be ascertained with a absolute certainty based on the medical examination.
- d) There is no application of mind either by the respondents or by the author of the medical reports.
- e) The respondents are in no position to spell out the details of the 'Mass Medical Examination'. They have not filed the affidavits of the doctors who conducted the medical tests on the basis of which the age is determined. How many employees were subjected to the medical examination, what is the length of the medical examination and how many doctors did the examination are not forthcoming from the respondents.
- f) Based on the unreliable medical reports, the date of birth of the petitioners cannot be altered to their prejudice and disadvantage.

Viewed from any angle, the impugned orders and the medical reports are wholly unsustainable. Therefore, the respondents order dt. 26.02.2001 Annexure-B in W.P. No. 26101/01, dt. 12.03.2001 Annexure-B in W.P. Nos 23798/01, 23797/01 & 23794/01 and dt. 27.03.2001 Annexure-A in W.P. No. 23797/01 and the medical reports Annexures C-1 to C-4 in W.P. No. 26101/01, Annexure-B in 23797/01 & Annexure-C in W.P. No. 23794/01 are hereby quashed. For no fault of the petitioners they are driven to this Court by the capricious acts of the respondents. Therefore, I impose a cost of Rs. 1,000/- on the respondents payable to each of the petitioners within 4 weeks from today. The Writ Petitions are accordingly allowed.” Hence, the II Party is not justified in submitting in the Objection/Written Statement that, the Medical Examination has been conducted as per the Mines Rules, 1955 and it is true that, I Party, has not been allowed to work after 26.03.1998, as the I Party has reached the age of superannuation.

10. Further, in the Judgment reported in 1981-1-LLJ-327 the Hon'ble Supreme Court of India, dated 12.12.1980, Mr. Y.V. Chandrachud, Hon'ble Chief Justice, Mr. Justice A.P. Sen, between Grindlays Bank Limited Vs Central Government Industrial Tribunal and others, it is pertinently held as follows:- “It is needless to stress that where the Tribunal proceeds to make an award without notice to a party, the award is nothing but a nullity. In such circumstances, the Tribunal has not only the power but also the duty to set aside the ex parte award and to direct the matter to be heard afresh.” In the present case also, the I Party has clearly established that the II Party has terminated the service of I Party without following the due process of law and also principles of natural justice, fairness and reasonableness and hence, the I Party is entitled to get reinstatement with full back wages and also, the continuity of service. Thus, the point is answered in favour of I Party. Hence, the following award, is passed:-

AWARD

The II Party/Management is not justified in terminating the service of I party/Rangaswamy with effect from 26.03.1998 and II Party is directed to reinstate the I Party with continuity of service, and with payment of full back wages and other consequential benefits from the date of termination, namely,

26.03.1998 till providing employment and the present reference is answered in favour of I party, without cost for the above mentioned peculiar facts and circumstances.

(Dictated, transcribed, corrected and signed by me on 21st April, 2017)

V. S. RAVI, Presiding Officer

List of Witness on the side of I Party:

WW 1	Sh. Rangaswamy, I Party/ workman
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List of Witness on the side of II Party:

MW 1	Sh. Somanna, Assistant Manager/II Party
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Exhibit marked on behalf of I Party:

Exhibits	Date	Description of Document
Ex W-1	07.03.1998	First Notice letter
Ex W-2	13.03.1998	Second Notice letter
Ex W-3	23.03.1998	Final Notice letter
Ex W-4	31.08.2001	Letter written by I Party to II Party
Ex W-5	22.08.2008	Circular relating to enhancing the superannuation age from 58 years to 60 years

Exhibit marked on behalf of II Party:

Exhibits	Date	Description of Document
Ex M-1	-	Register of Employees
Ex M-2	-	Employees Service Record

नई दिल्ली, 16 मई, 2017

का.आ. 1305.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 05/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.05.2017 को प्राप्त हुआ था।

[सं. एल-30011/1/2008-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1305.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 05/2008) of the Central Government Industrial Tribunal/Labour Court, Guwahati now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Limited and their workman, which was received by the Central Government on 15.05.2017.

[No. L-30011/1/2008-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

Present : Sri M.K. Bhattacharjee, M.A., LL.B.,
Presiding Officer,
CGIT-cum-Labour Court, Guwahati

In the matter of an Industrial Dispute between:

The Management O.N.G.C. Ltd., Sibsagar, Assam.

-Vrs-

Their Workmen represented by the Vice President, ONGC Workers' Association, Sibsagar, Assam.

Ref. Case No. 05 of 2008

APPEARANCES :

For the Management	:	Mr. G.N. Sahewalla, Sr. Advocate
		Mr. B. Das, Advocate
For the Union	:	Mr. M.J. Quadir, Advocate,
		Mr. S.Y. Ahmed, Advocate

Date of Award : 28.04.2017

AWARD

1. This Reference Case arose out of an Industrial Dispute between the employer, ONGC Ltd. (Management of Assam Asset, Nazira) and their workmen in respect of the claim raised by the Workmen through their Union regarding regularization of service of six Junior Technical Assistant (Boiler). The matter was referred by the Ministry of Labour and Employment, Government of India, vide Order No. L-30011/1/2008-IR(M); Dated: 05/05/2008 u/s 10(1)(d) of the I.D.Act. 1947. The Schedule of the Reference is as follows :

SCHEDULE

"Whether the action of the management of ONGC Ltd. (Executive Director, Assam Asset, Nazira, Dist. Sivsagar Assam) in not regularizing the services of 6 Jr. Technical Assistants (Boiler) (List enclosed in Annexure-A) appointed on contractual basis June, 1998 is justified or not ? To what relief the concerned workmen are entitled?"

2. On receipt of the reference, notices were served upon the parties who appeared and submitted their respective statements. The case of the workmen was that 14 posts of Boiler Operators along with other posts were to be filled up in the year 1997 in ONGC, ERBC, Assam Asset. Accordingly, a requisition for recruitment of 7 Posts of Junior Assistant Technician (Boiler) was sent to the Assistant Director Employment, Jorhat, Sivsagar, Sonari, Nazira and Mariani. Thereafter 7 candidates were selected and appointed to the Posts of Junior Assistant Technicians (Boiler) on regular basis. After recruitment of the 7 Junior Assistant Technician (Boiler), the ONGC again forwarded requisition for recruitment of 7 numbers of Junior Assistant Technicians (Boiler) on contract basis to the Assistant Director, Employment Exchange of Jorhat, Sivsagar, Sonari, Nazira and Mariani. Names of 7 candidates (1) Biswajit Das, (2) Mirazul Haque, (3) Taskinuddin Ahmed, (4) Jogen Saikia, (5) Dambarudhar Gogoi, (6) Pranab Saikia & (7) Bipul Dutta were sponsored by the Employment Exchanges and they appeared before the interview on 08.06.98 and were selected for the post of Junior Assistant Technician (Boiler) on contract basis. Subsequently the aforesaid 7 candidates were appointed for a period of six months on contractual basis. From time to time their period of contract was extended. After 04.10.2000 the Management of ONGC extended the service of the said Junior Assistant Technician (Boiler) for a period of 4 years and engaged them on tenure basis without terminating the contract engagement, and recommended for 4 years engagement. Again on expiry of the above mentioned extension, the Management of ONGC extended their service on 03.10.05 for 2 months till 30.11.05. The said period of engagement was further extended as per terms based employment Scheme by holding an interview on 20.11.05 and at that time ONGC management changed the nomenclature of Junior Assistant Technician (Boiler) and renamed the Post as Field Operator (Boiler) on 09.12.2005 to which the aforesaid workmen have been posted earlier since 1998 without changing the ONGC's recruitment and Promotion Policy and the period of their services was extended for 4 years with a rider clause of 45 years of age for termination of the service and reducing the Pay Scale to Rs.5000/- from Rs.5188/-. The aggrieved employees then approached the Management for regularization of their services on and from 03.05.2001. The Manager, Industrial Engineering, Nazira recommended for 10 numbers of Junior Assistant Technician (Boiler) for regular appointment. In

this connection, the Ministry of Labour, Government of India vide Notification dated 08.09.94 prohibited contract labour of boiler operation along with other categories of workers in the establishment of ONGC in the Country. As such, the Management of ONGC did not engage Boiler Operator either on contractual or on tenure basis. The ONGC Workers' Association, ERBC Sivsagar, thereafter, raised an Industrial Dispute before the ALC(C), Ministry of Labour, Government of India on behalf of the above named 7 numbers of workmen. However, due to obstinacy of the Management the conciliation process ended in failure and ultimately the matter was referred to the Tribunal. The workmen prayed for the following relief.

- (i) The aggrieved employees sought regularization of their services against regular post of Boiler Assistant Technician with effect from date from which they assumed the charges of Junior Technician (Boiler);
- (ii) The aggrieved employees also demanded regular Pay Scale and annual increment and other fringe benefits at par with the regular employees of the same cadre.
- (ii) After regularization their promotion to the next higher post are also to be considered as per rules.

4. The Management of ONGC, Nazira, Sibsagar submitted their written statement stating that the aforesaid 7 numbers of Junior Assistant Technician (Boiler) were appointed purely on contract basis for six months and such contract was renewed from time to time. It was also stated that all the workmen, aforementioned, joined their duties accepting all the terms and conditions mentioned in the Memorandum dated 09.06.98 (Exhibit-2) wherein it was clearly mentioned that the engagement of the said workmen was temporary and for a fixed term and there could not have a claim for regularization. In the year 2001 ONGC took a Policy decision for engagement of workers on a scheme of tenure based for a period of 4 years or up to the age of 40 years whichever is earlier and the ONGC held an interview in the year 2001 for engagement of qualified and suitable persons under the same Scheme with effect from 24.10.2001 for a period of 4 years on the terms and conditions mentioned in the offer of tenure based engagement vide memo dated 04.10.01 (Exhibit-3). It was also stated that on expiry of 4 years i.e. on 30.11.2005 the engagement of those workers came to an end and subsequently the workmen and employer relationship between the parties also came to an end. The ONGC again held interviews on 28.11.05 for filling up of certain posts of Field Operators (Boiler) on tenure basis and accordingly they were appointed on the same terms and conditions as appended in letter dated 09.12.2005 (Exhibit-5). Their engagement was temporary in nature for the period of 4 years which came to an end on 08.12.09. The Management further contended that with passing of ONGC (Transfer of Undertaking) Act, 1993, the function of the Company as a commercial entity depended on competition with other global players engaged in exploration, development and production of hydrocarbons. As a result, ONGC was required to obtain exploration rights or licenses on the basis of open competitive bidding with other global players and as such, the availability of works depended upon the successful bidding of the ONGC in the global tender. It was also stated that in view of the aforesaid development in the functioning of ONGC the claim of the workers that the nature of their work was permanent was not tenable. It was also mentioned that the Management gave the workmen a chance for appearing in interview for regularization but the workmen could not come out successful in the interview on 01.03.2008. On the aforesaid premises the Management prayed for rejecting the claim of the workmen.

5. During the pendency of this reference workman Mirajul Haque was appointed by the Management of ONGC to the post of Junior Assistant Technician (cementing) and in this connection on a petition was filed by the then Vice President, ONGC Workers Association, Sibsagar and name of Sk Mirajul Haque was struck off from the reference vide order dated 22.04.2010. Similarly workman Jogen Saikia and Biswajit Das also filed joint petition along with an Affidavit praying for dropping their names from the reference as they were also appointed by the Management on regular basis. Their names were also struck off vide order dated 25.04.2013. The workman Taskinuddin also submitted similar petition through the Union for allowing him to withdraw from the proceeding as he was also appointed as Junior Assistant Technician (production) on regular basis by the Management. His name was accordingly struck off from the reference vide order dated 06.05.2013. In respect of workman Bipul Dutta, his engaged counsel Mr. M.J.Qadir submitted a petition dated 06.05.2013 stating that the workman expired on 20.09.2005 during the pendency of this reference and his legal heirs did not pursue the matter and as such, the case of workman Bipul Dutta was not pressed before the Tribunal and his name was struck off vide order dated 06.05.2013. In view of the aforesaid, this proceeding remained between the Management of ONGC and two workmen namely Pranab Saikia and Dombarudhar Gogoi and their Union. Meanwhile, during the pendency of this Reference case before this Tribunal, a Misc Case No.3 of 2010 was filed by the Union representing workman Pranab Saikia who was not considered for further engagement by the management on the ground of his vision problem. This Tribunal passed an order on 24.5.2010 directing the management of ONGC to engage workman Pranab Saikia on tenure basis. Against this order the management preferred Writ Petition No.5028/ 2010 before Hon'ble Gauhati High Court. The Writ petition was disposed of by the Hon'ble Gauhati High Court vide order dated 9.6.2011 directing the management of the ONGC to accommodate the workman in any other non-technical post on tenure basis, preferably on the same rank and pay.

6. The workmen side examined six witnesses while the Management examined one witness. On conclusion of the hearing my learned Predecessor answered the reference vide his Award dated 28.06.2013 with the following operative part:-

“Considering the facts and circumstances of the case & having regard to the discussion and the findings arrived at as above, and taking into account the ratio of the judgments pronounced by the Hon’ble Supreme Court as mentioned above, it can safely be held that the workmen have not been able to establish that they were engaged in any sanctioned post and the Management engaged the workmen according to their requirement and volume of works as per the provision of the Recruitment Policy adopted by their Competent Authority. Under the above circumstances, it can be concluded that the action of the Management ONGC Ltd. (Executive Director, Assam Asset, Nazira, Dist-Sivsagar, Assam) in not regularizing the service of 6 Jr. Technical Assistants (Boiler) appointed on contractual basis in the Month of June,1998 is justified and accordingly the workmen are not entitled to any relief. Hence, this Reference is answered in favour of the Management.”

6. Against the aforesaid order, the workers Association of ONGC, Assam Asset, Nazira and 2 workmen namely Pranab Saikia and Dambarudhar Gogoi preferred Writ Petition under Article 226 of the Constitution of India before the Hon’ble Gauhati High Court which was numbered as W.P.(C) 6110/2013. The Hon’ble High Court disposed of the aforesaid Writ Petition vide order dated 15.2.2016 and remanded back the reference case to this Tribunal for fresh decision. The relevant part of the order passed by the Hon’ble Gauhati High Court is as under:-

“17. When the petitioners were appointed as Field Operator (Boiler) on tenure basis on 09.12.2005, it was specifically mentioned therein that the tenure engagement would be subject to the decision of the Hon’ble Gujrat High Court/Central Government Industrial Tribunal-cum-Labour Court, Gujrat where identical issues were being adjudicated.”

“18. Mr. Quadir, learned counsel for the petitioners has placed before the Court a copy of the judgment of the Division Bench of the Gujarat High Court dated 29.04.2015 passed in a batch of Letters Patent Appeal (Executive Director, ONGC Vs ONGC Employees Mazdoor Sabha). In the said batch of cases, the industrial dispute pertained to regularization of service of the term based employees. In fact the schedule of the reference in the said cases reads as under:-

“Whether the demand of the ONGC Employees Majdoor Sabha, Baroda to give regular appointment to 577 terms based appointees (list enclosed) is proper or just? If so, what relief the workmen are entitled for and what directions are necessary in the matter ?”

“19. The Tribunal on due consideration issued a number of directions. One of the directions was to regularize the services of such term based employees. Another direction given was not to undertake any recruitment exercise without providing regular employment to the term based appointees. It was against the last direction of the Tribunal that ONGC preferred writ petitions before the Gujarat High Court. A Single Bench of the Gujarat High Court dismissed the writ petitions upholding the award passed by the Tribunal except the direction not to go for fresh recruitment without giving regular appointment to the term based appointees. It was held that since the workmen had already undergone the procedure of recruitment their cases for regularization deserved consideration. Accordingly, directions were issued to absorb them as regular employees. On appeal, i.e. Letters Patent Appeal No.797/2013 and other connected appeals, the Division Bench of Gujarat High Court vide the common order dated 29.04.2015 rejected the contentions advanced on behalf of ONGC. The appeals were accordingly dismissed as merit-less. It was held that the decision of the Tribunal as affirmed by the Single Bench did not call for any interference. Exhaustive reference was made to the decision of the Apex Court in the case of ONGC Ltd. Vs Petroleum Coal Labour Union, Civil Appeal No.3727/2015 decided on April 17, 2015.”

“20. When in the tenure appointment of the petitioners it was mentioned that such appointment would be subject to the outcome of the decision of the Gujarat High Court or the decision of the Central Government Industrial Tribunal-cum-Labour Court, Gujarat, it was the bounden duty of the Tribunal to have awaited the verdict of the Gujarat High Court. At this stage, it may be mentioned that on a comparative analysis of the schedules in both the references i.e., in the present reference as well as in the Gujarat reference, it is more than evident that the subject matter of the two reference proceedings was indeed identical. A perusal of the impugned award dated 28.06.2013 would go to show that there is no reference to the decision of the Tribunal at Gujarat which decision has been upheld by the Gujarat High Court, both at the stage of Single Bench as well as by the Division Bench.”

“21. At this stage, it may be noted that against the decision of the Division Bench of the Gujarat High Court, ONGC filed Special Leave to Appeal (SLP) Nos. 22467-22469/2015 before the Hon’ble Supreme Court. However, by order dated 17.08.2015 the SLPs were dismissed.”

“22. The aforesaid development has considerable relevance and would have a vital bearing on the outcome of the industrial dispute between the petitioners and respondent No.1. Therefore, the same is required to be considered by the Tribunal afresh as it is necessary and important to maintain uniformity in the decisions arrived at by industrial adjudicators on industrial disputes having identical dimension.”

“23. In such circumstances, Court is of the view that it would be just and proper if the case is remanded back to the Tribunal for a fresh decision in the light of the aforesaid development. Accordingly, impugned award dated 28.06.2013 is hereby set aside and quashed. Matter is remanded back to the Tribunal for a fresh decision in accordance with law. Till such decision is taken, service status of the petitioners as on today shall be maintained. Let the fresh decision on remand be taken within a period of 4 (four) months from the date of receipt of a certified copy of this order.”

7. In view of the aforesaid order passed by the Hon’ble Gauhati High Court, this Tribunal is required to decide the reference afresh keeping in mind the decision of the CGIT, Gujarat as upheld by Hon’ble Gujarat High Court and Hon’ble Supreme Court in similar and identical matter.

8. It appeared from the evidence adduced by the workmen side that the workmen were originally appointed on contract basis by the Management as Junior Technician (Boiler). The period of their engagement was extended from time to time and ultimately after holding an interview the workmen were engaged as Field Operator (Boiler) on tenure engagement on 9.12.2005 vide Ext-H. It is therefore, an admitted fact that though the workmen were engaged on tenure basis, their engagement was done after holding interview. The aforesaid facts are not in dispute.

9. It is submitted by both sides that similar appointments on tenure basis were made by the Management of ONGC in several places and industrial dispute arose out of such appointments and subsequent actions of the management. An identical matter was referred to CGIT, Gujarat by the Ministry and that is why all such appointments made thereafter were stated to be subject to the decision of Hon’ble Gujarat High Court/ CGIT, Gujarat. Hon’ble Gauhati High Court has already held in W.P(C) No. 6110/2013 that matters are identical in nature and after passing of the “Award” by CGIT, Gujarat, it was challenged by the Management before Hon’ble Single Bench of Gujarat High Court where the decision of the CGIT was substantially upheld. The management then preferred Writ Appeal before the Division Bench of Hon’ble Gujarat High Court which upheld the decision of the Hon’ble Single Bench. Ultimately, SLP filed by the Management before the Hon’ble Supreme Court was also dismissed. In view of the aforesaid development, Hon’ble Gauhati High Court held, in W.P (C) No. 6110/2013, that this Tribunal is required to consider the aforesaid development/ facts and “it is necessary and important to maintain uniformity in the decisions arrived at by industrial adjudicators on industrial disputes having identical dimension.” From Ext-H, a document of the Management and admitted by both sides it was clear that the appointments of the workmen on tenure engagement as Field Operator (Boiler) shall be subject to the decision of the Hon’ble Gujarat High Court.

10. During argument of the matter, learned lawyers of both the sides fairly admitted that the identical matter was decided by the CGIT, Gujarat with several directions including regularization of the service of such termed based employees. It was also fairly conceded that against the award passed by the Tribunal, Gujarat the Management preferred a Writ Petition before the Hon’ble Gujarat High Court and subsequently to the Division Bench of the Hon’ble Gujarat High Court and in both the matters, Hon’ble Gujarat High Court upheld the award passed by the CGIT, Gujarat. The Management also filed a Special Leave to Appeal No. 22467-22469/2015 before the Hon’ble Supreme Court but the same was dismissed vide order dated 17.08.2015. It was also very fairly contended by the learned lawyers of both the sides that in view of the aforesaid decision of the Hon’ble Apex Court the Award passed by the CGIT, Gujarat in the identical matter of facts attained finality and in view of the specific mention in Ext-H that engagement of the Field Operators on tenure basis on 09.12.2005 would be subject to the decision of the CGIT, Gujarat/Hon’ble Gujarat High Court (in Ext H), this Tribunal is required to answer the reference in the same/similar way as that of CGIT, Gujarat. It is however, stated that in view of lack of medical fitness of the workmen involved in this reference, the facts of this reference varies to a certain extent.

11. During pendency of this proceeding, out of the seven workmen, only 2 workmen namely Pranab Saikia and Dambarudhar Gogoi remained in the fray. The names of the remaining five were struck off on their petitions as stated in paragraph 4 of this “Award”.

12. During argument it was submitted that both Mr. Pranab Saikia and Dambarudhar Gogoi were found medically unfit for the technical job and both of them are not in the employment of ONGC as on date. Learned lawyer appearing for the management fairly submitted that he has no objection if the workmen found medically unfit is absorbed in a non-technical post subject to their eligibility in respect of age, etc.

13. In view of the above discussion, since the two workmen namely, Mr. Pranab Saikia and Mr. Dambarudhar Gogoi were subsequently found to be medically deficient for technical job during consideration of their extension as tenure based Field Operator (Boiler), they shall be absorbed on regular basis by the management in any non-technical post subject to their eligibility regarding age, etc. Their regularization in any non-technical post shall be done notionally from the date(s) on which they last worked as tenure based Field Operator (Boiler). The management shall complete the aforesaid exercise within a period of 2 (two) months from the date of the receipt of this order.

Given under my hand and seal of this Court on this 28th day of April, 2017 at Guwahati.

M. K. BHATTACHARJEE, Presiding Officer

नई दिल्ली, 16 मई, 2017

का.आ. 1306.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स नागर विमान सुरक्षा ब्यूरो के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 31/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. जे.ड-16025/3/2017-आईआर (एम)]

राजश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1306.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2013) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bureau of Civil Aviation Security and their workman, which was received by the Central Government on 11.05.2017.

[No. Z-16025/3/2017-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

I.D. No. 31/2013

Shri Sandeep Kumar, S/o late Shri Suresh Kumar,
R/o House No.177, Pole No.17,
Village Nasirpur, P.O. Palam,
New Delhi – 110 045

...Workman

Versus

1. The Manager,
Bureau of Civil Aviation Security
T-3, Indira Gandhi International Airport,
Delhi-110 037
2. The Director,
ETA Engineering Pvt. Ltd.
ETA House, B-13, Sector 63,
Noida – 201 307

...Management

AWARD

In the present claim was filed under Section 2-A of the Industrial Disputes Act, 1947(in short the Act) by the claimant Shri Sandeep Kumar, who has alleged that he was appointed as plumber by the management under Grade G-2, on a monthly salary of Rs.8528.00 vide appointment letter dated 17.07.2012. Thereafter, the claimant started working at Airport Authority of under Bureau of Civil Aviation Security. He was discharging his duties efficiently and was also punctual in performance of his duties. Management pressurised the claimant to work in sewer pit, which was not

acceptable to the claimant. Claimant was put to a lot of harassment and finally his services were terminated by the management in violation of Section 25-F of the Act.

2. Bureau of Civil Aviation Security filed statement of defence stating that they are a regulatory body responsible for implementation, enforcement of Civil aviation security at airports in India and RDCOS. It is responsible for security function at Airports and allows only those who have legitimate functions at the airport if they are security cleared so that their presence is not detrimental to aviation security. Employers forward duly filled in signed form alongwith requisite document so as to enable Management No.1 to issue Airport Entry Pass in favour of their employees after required verification and approval from authorities. Further it is a dispute between ETA Engineering Pvt. Ltd. Management No.2 and the claimant and no relief has been claimed from Management No.1.

2. M/s ETA Engineering Pvt. Ltd. Management No.2 filed reply to the statement of claim, who took preliminary objections that the claim filed by the claimant herein is not legally maintainable and he has no locus standi to file the case. On merits, management denied most of the averments. However, it was admitted that the claimant joined management No.2 on 23.08.2012 and not 17.07.2012 and it was specifically mentioned that probation period was of six months. Claimant was not confirmed. Claimant also forged and manipulated the documents to concoct the story.

4. Against this factual background, my learned predecessor vide order dated 01.04.2013, on the basis of pleadings of the parties, framed the following issues:

- (1) Whether the claimant was forced to tender his resignation by M/s ETA Engg. Pvt. Ltd.? If yes, its effects.
- (2) Whether alleged steps, taken by M/s ETA Engg. Pvt. Ltd. to terminate services of the claimant, falls within the ambit of retrenchment as defined in the Industrial Disputes Act, 1947?
- (3) Whether the claimant is entitled to relief of reinstatement in service?

5. The case was thereafter listed for evidence of the parties. Several attempts were made between the parties for settlement. In the end, good sense prevailed between the parties and on the efforts made by this Tribunal, parties agreed to amicably settle the matter. Management was ready and willing to make payment of Rs.22,606.00 in full and final settlement of the claim. Statement of Shri Vinod Rana, Admn. Executive of M/s ETA Engineering, Management No.1 was separately recorded in the Lok Adalat held on 18.04.2007. Management No.2 has issued cheque No.500816 dated 20.03.2017 for Rs.22,606.00 drawn on IDBI Bank in favour of the claimant, Shri Sandeep Kumar, who has accepted the cheque and has stated that he has accepted the above amount in full and final satisfaction of his claim. In view of this, no controversy remains to be resolved between the parties. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : April 28, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 16 मई, 2017

का.आ. 1307.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 93/2010) को प्रकाशित करती ह, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-30011/66/2006-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1307.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 93/2010) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and other and their workman, which was received by the Central Government on 11.05.2017.

[No. L-30011/66/2006-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 24th April, 2017

Reference : (CGITA) No. 93/2010

1. The Asset Manager,
ONGC Ltd., Ankleshwar Asset,
Ankleshwar (Gujarat)
2. The Director,
M/s Industrial Security Services,
1st Floor, Upal Tower, Opp. Umiya Dham,
Vaishali Cinema Road,
Surat (Gujarat) ...First Party

V/s

The General Secretary,
Rashtriya Mazdoor Union,
Aram Building, Poolbari Naka, Salatwada,
Baroda (Gujarat) – 390001 ...Second Party

For the First Party : Shri C.S. Naidu Associates

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/66/2006-IR(M) dated 16.07.2010 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the union for regularization of services of Shri Malek Mohammed Hanif Yakub & 22 others contract workmen in the establishment of ONGC Ltd., Ankleshwar Asset is legal, proper and just? To what relief these concerned contract workmen are entitled?”

1. The reference dates back to 16.07.2010. The second party submitted the statement of claim Ex. 7 on 06.09.2010 and the first party submitted the written statement Ex. 11 on 04.06.2014. Since then the second party Rashtriya Mazdoor Union has not been leading evidence and has also moved an application Ex. 12 requesting the tribunal to treat the matter as settled and withdrawn.
2. Thus, the reference is disposed of as withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 16 मई, 2017

का.आ. 1308.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आई.ओ.सी. लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 01/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-30012/51/2004-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1308.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2005) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. I.O.C. Ltd. and their workman, which was received by the Central Government on 11.05.2017.

[No. L-30012/51/2004-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 25th April, 2017

Reference : (CGITA) No. 01/2005

The Executive Director,
IOC Ltd., Gujarat Refinery,
PO Jawaharnagar,
Baroda (Gujarat)

...First Party

V/s

Shri Namsharan Bailalbhai Patel,
B-7, Jal Santoshinagar,
Nr. Utkarsh Petrol Pump,
Karelbaug,
Baroda (Gujarat)

...Second Party

For the First Party : :

For the Second Party : Shri B.K. Bhatt

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/51/2004-IR(M) dated 23.11.2004 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of IOC Ltd., Gujarat Refinery, Baroda through its officers in terminating the services of Shri Namsharan Bhailal Patel w.e.f. 27.08.2003 is legal, proper and justified? If not, to what relief the concerned workman Shri Namsharan Bhailal Patel is entitled and from which date and what other directions are necessary in the matter?”

1. The reference dates back to 23.11.2004. After service of notice on both the parties, the second party workman submitted the statement of claim Ex. 9 alleging that he was appointed as Helper Grade I w.e.f. 07.10.1996 and was posted in the Mechanical Maintenance Department, Gujarat Refinery of Indian Oil Corporation vide letter no. P/1/59043 dated 07.10.1996. He had been attending the duties regularly in the Gujarat Refinery but in the year 2002, he met a health ailment, therefore, he proceeded on leave after submitting leave applications annexed with the medical certificate but the first party employer instead of considering his health ailment preferred to issue him a charge-sheet dated 29.10.2002. He further alleged that he has submitted his explanation to the charge-sheet served on him but same was rejected by the first party summarily punishing him by withholding of one increment vide letter no. P/1/59043 resulting him denial of increment on 01.04.2003 which was due to him. He further alleged that on 27.08.2003, another order was served on him by the first party employer inflicting punishment of dismissal from service acting with mala-fide intention from relieving him from the service despite the fact that he has been on leave being suffering from delirium of organic origin hepatitis and pellagra. Thus he has been punished twice for the so called unauthorised absence twice which is violative of the principles of natural justice. Thus, he has prayed for declaring his termination from service as illegal with a relief of reinstatement with back wages.

2. The first party employer was received the notice and vide Application Ex. 5 sought time for filing written statement on 23.03.2010 but despite lapse of 7 years, he failed to submit the written statement. Therefore, on 20.12.2016, the reference was ordered to proceed ex-parte against the first party.

3. The second party submitted his affidavit/examination in chief Ex. 12 on 25.04.2017 reiterating the averments made in the statement of claim. He has also submitted the medical certificate of one doctor Sandeep Shah, M.D. (Psychiatry) indicating that the workman was suffering from delirium of organic origin hepatitis and pellagra. He was also advised for rest from 08.02.2001 to 19.02.2001 and from 20.02.2001 to 23.02.2001. He has submitted the photocopy of the leave applications and charge-sheet, explanation in the charge-sheet along with both punishment orders.

4. I heard the arguments of the advocate of the second party workman. The documents submitted by the workman indicates that he had been suffering with health ailment and was hospitalised from 08.02.2001 to 19.02.2001 and from 20.02.2001 to 23.02.2001 while the charge-sheet shows that he had been absent from duty with prior sanction or authorisation for the period reproduced as under:

January, 2002	1-31
February, 2002	1-2, 19, 21-28
March, 2002	1-15, 27
April, 2002	30
May, 2002	1,16-20
June, 2002	1-6, 11-12, 17-29
July, 2002	4-31
August, 2002	1-31
September, 2002	1-30
October, 2002	1-26

5. The punishment order indicates that he has been punished for withholding of one increment for unauthorised absence of 227 days from 01.01.2002 to 31.12.2002 explaining that as per the long term settlement dated 19.09.1994 signed by all the trade unions, if an employee absents himself unauthorisedly for more than 188 days, his annual increment shall be postponed by a period of one year.

6. Later, the dismissal order dated 27.08.2003 indicates that the workman was terminated w.e.f. 27.08.2003 but the said order does not indicate under what circumstances and charges, he was dismissed and the second party has not explained in his affidavit as well as statement of claim that under what circumstances, his services were terminated. It is noteworthy that the charge-sheet Annexure 5 was served on the workman on 29.10.2002, therefore, presumably, his services would have been terminated on 27.08.2003 in pursuance of the charge-sheet dated 29.10.2002 and his withholding of one year increment was in consequence of the long term absence settlement dated 19.09.1994 with the trade unions.

7. As already explained in the table above, he has been absent for more than 180 days and the workman have not submitted the copies of the leave applications to prove his explanation that he, due to his ailment, proceeded on leave after submitting the applications. Thus the workman has not come with the clean hands. He appears to be habitual absentee from duties. He has been discharged from service after due inquiry.

8. Thus, the reference has no force. The workman has failed to prove his case that he proceeded on leave due to health ailment after submitting the applications for leave on each and every date as mentioned in the table above.

9. Thus, the reference is disposed of with the observation as under: "the action of the management of IOC Ltd., Gujarat Refinery, Baroda through its officers in terminating the services of Shri Namsharan Bhailal Patel w.e.f. 27.08.2003 is legal, proper and justified." The second party workman Shri Namsharan Bhailal Patel is not entitled for any relief sought by him through his statement of claim.

10. The award is passed accordingly.

नई दिल्ली, 16 मई, 2017

का.आ. 1309.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 576/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-30011/63/2003-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1309.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 576/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and other and their workman, which was received by the Central Government on 11.05.2017.

[No. L-30011/63/2003-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 20th April, 2017

Reference : (CGITA) No. 576/2004

1. The Chairman-cum-Managing Director,
ONGC, Tel. Bhavan,
Dehradun – 248001
2. The Group General Manager (P),
ONGC Ltd., Mehsana Project, Palavasana,
Mehsana (Gujarat) – 384002
3. The Group General Manager (P & A),
ONGC, WRBC, Makarpura Road, Head Reg. Off.,
Baroda (Gujarat) – 390009
4. The Managing Partner,
M/s Industrial Security Guards Services,
Gautam Terrace, Basement No. 1 & 2, M.G. Road,
Naupada, Thane – 400602

...First Party

V/s

The Secretary,
ONGC Labour Union,
8, Samarpan Shopping Complex, High Road,
Mehsana (Gujarat) – 384002

...Second Party

For the First Party : Shri K.V. Gadhia
For the Second Party : Shri A.S. Kapoor

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/63/2003-IR(M) dated 04.11.2003 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of ONGC Labour Union, Mehsana for regularisation of 82 Security Guards w.e.f. 16.10.1987 who have worked on the work of perennial nature, by the management of ONGC Ltd. is proper and justified? If so, to what relief the concerned workers are entitled for and since when?”

1. The reference dates back to 04.11.2003. The second party submitted the statement of claim on 04.05.2005 along with number of documents. The first party did not prefer to submit the written statement despite giving the number of opportunities since the date of filing the statement of claim by the second party. The first party did not even care to represent even by a counsel by an advocate. Therefore, the second party asked to lead evidence but the second party also did not prefer to lead evidence despite giving dozens of opportunities. Thus it appears that the second party has not been willing to prosecute the case.

2. Therefore, the reference is disposed of in the absence of the evidence of the second party with the observation as under: “the demand of ONGC Labour Union, Mehsana for regularisation of 82 Security Guards w.e.f. 16.10.1987 who have worked on the work of perennial nature, by the management of ONGC Ltd. is improper and unjustified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 16 मई, 2017

का.आ. 1310.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम च्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 669/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-30012/21/1998-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1310.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 669/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and their workman, which was received by the Central Government on 11.05.2017.

[No. L-30012/21/1998-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 17th April, 2017

Reference : (CGITA) No. 669/2004

The Executive Director,
ONGC Ltd., WRBC,
Makarpura Road,
Baroda (Gujarat) - 390009

...First Party

V/s

1. Shri Kanubhai Prajapati,
22, Santoshwadi, Danteshwar,
Vadodara (Gujarat)
2. Shri Himatbhai Jawaharlal,
Ghachifalia, Danteshwar,
Vadodara (Gujarat) ...Second Party

For the First Party : Shri C.S. Naidu Associates

For the Second Party : Shri A.L. Saiyad

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/21/98-IR(M) dated 11.05.1999 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEUDLE

“Whether Shri Kanubhai Prajapati & Shri Himatbhai Jawaharlal had been engaged either by the corporation or its contractor at any point of time during the period from 1972 to 1985 as is being claimed by these workmen? If so,

“Whether these two workmen namely Shri Kanubhai Prajapati & Shri Himatbhai Jawaharlal are entitled to all the benefits arising out of the award passed by the Industrial Tribunal, Baroda in Reference ITC No. 4/91? If so, to what relief these two workmen are entitled for and from which date?”

1. The reference dates back to 11.05.1999. The second party submitted the statement of claim Ex. 3 on 19.07.1999 and the first party submitted the written statement Ex. 11 on 20.08.2000 to which the second party submitted the counter reply Ex. 14 and 17 on 22.09.2000 and 05.01.2001 respectively. The second party was examined on 26.06.2001 but did not turn up for cross-examination. Later on 14.02.2017, legal heirs of the workman moved an application Ex. 40 for substitution of legal heirs which was allowed. Legal heirs were taken on record but today on 17.04.2017, the advocate for the second party Shri A.L. Saiyad stated that the legal heirs are not willing to prosecute the case.
2. Therefore, the reference is disposed of as not pressed.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 16 मई, 2017

का.आ. 1311.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारत पेट्रोलियम कार्पोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1122/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-30012/21/1999-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1311.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1122/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bharat Petroleum Corporation Ltd. and their workman, which was received by the Central Government on 11.05.2017.

[No. L-30012/21/1999-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 25th April, 2017

Reference : (CGITA) No. 1122/2004

The Senior Installation Manager,
Bharat Petroleum Corporation Ltd.,
Kandla Installation, Kharrohar, P.B. No. 33,
Gandhidham (Gujarat) – 370201

...First Party

V/s

The Secretary,
Petroleum Employees Union,
Plot No. 280, Sector 7,
Gandhidham (Gujarat) – 370201

...Second Party

For the First Party : Shri Deepak Shukla

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/21/99-IR(M) dated 06.08.1999 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Manager, Bharat Petroleum Corporation Ltd., Kandla, in imposing penalty by reducing three stages in the grade on Shri D.R. Asnani, General Workman, is just, valid and legal? If not, to what benefits the workman is entitled and what directions are necessary in the matter?”

1. The reference dates back to 06.08.1999. In response to the notice, the second party submitted the statement of claim Ex. 4 on 25.09.2000 and the first party submitted the written statement Ex. 14 on 31.07.2009. Since then the second party has been absent and has also failed to lead his evidence after a lapse of 7 years despite giving dozen of opportunities including last opportunity to be given on 03.01.2017. Thus it appears that the second party has not been willing to prosecute the case.

2. Therefore, the reference is disposed of in the absence of the evidence of the second party with the observation as under: “the action of the Manager, Bharat Petroleum Corporation Ltd., Kandla, in imposing penalty by reducing three stages in the grade on Shri D.R. Asnani, General Workman, is just, valid and legal.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 16 मई, 2017

का.आ. 1312.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1317/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-30012/66/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1312.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1317/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and other and their workman, which was received by the Central Government on 11.05.2017.

[No. L-30012/66/2000-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 18th April, 2017

Reference : (CGITA) No. 1317/2004

1. The Group General Manager (P),
ONGC Ltd.,
Hazira Project,
P.O. Bhatpore,
Surat (Gujarat) – 394518
2. M/s. Sagar Construction,
Near Tapi Bridge,
Tax Plaza, Kagdaila ONGC Road,
Surat (Gujarat) – 394518 ...First Party

V/s

Shri Kamlesh P. Patel,
At. Bhatpur,
Taluka Choryasi,
Surat (Gujarat) ...Second Party

For the First Party :

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/66/2000-IR(M) dated 05.07.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the workman Shri Kamlesh P. Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd. or from the date of Notification issued by Government of India, prohibiting his alleged employment/work through the contract system is legal and justified? If so, to what relief

1. The reference dates back to 05.07.2000. The second party submitted the statement of claim Ex. 4 on 25.10.2000/09.11.2000 and the first party submitted the written statement Ex. 10 on 10.04.2001. Since then the second party has been absent and has also not been leading evidence. Therefore, on 05.04.2017, fresh notice was issued to all the parties to appear on 18.04.2017 but neither of the parties responded to the notice. The notice to the second party was served by registered post. Thus it appears that the second party has not been willing to prosecute the case.

2. Therefore, the reference is disposed of in the absence of the evidence of the second party with the observation as under: "the contract between the management of ONGC Ltd., Surat and the contractor M/s. Sagar Construction in respect of the contractual workman Shri Kamlesh P. Patel is not sham and bogus contract and the demand of the workman Shri Kamlesh P. Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd. or from the date of Notification issued by Government of India, prohibiting his alleged employment/work through the contract system is illegal and unjustified."

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 16 मई, 2017

का.आ. 1313.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1327/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-30012/125/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1313.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1327/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and other and their workman, which was received by the Central Government on 11.05.2017.

[No. L-30012/125/2000-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 18th April, 2017

Reference : (CGITA) No. 1327/2004

1. The Group General Manager (P),

ONGC Ltd.,

Hazira Project,

P.O. Bhatpore,

Surat (Gujarat) – 394518

2. M/s. Surat Electricity Co. Ltd.,

Contract Division

403, 404, Ruchita,

Athugar Street,

Nanpura

Surat (Gujarat) – 395001

...First Party

V/s

Shri Dhirajbhai Nanubhai Patel,
At. Bhatpur,
Taluka Choryasi,
Surat (Gujarat)-394510

...Second Party

For the First Party :

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/125/2000-IR(M) dated 22.08.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the contract between the management of ONGC Ltd., Surat and the contractor The Surat Electricity Co. Ltd., Contract Division, Surat in respect of the contractual workman Shri Dhirajbhai Nanubhai Patel is sham and bogus contract?”

“Whether the demand of the workman Shri Dhirajbhai Nanubhai Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd., Hazira Project from either the date of his initial engagement with the contractor or from the date of Notification issued by Government of India, prohibiting his alleged employment/work through the contract system is legal and justified? If so, to what relief Shri Dhirajbhai Nanubhai Patel is entitled and from which date and what other directions are necessary in the matter?”

1. The reference dates back to 22.08.2000. The second party submitted the statement of claim Ex. 5 on 14.11.2000 and the first party submitted the written statement Ex. 12 and 13 on 10.04.2001. Since then the second party has been absent and has also not been leading evidence. Therefore, on 05.04.2017, fresh notice was issued to all the parties to appear on 18.04.2017 but neither of the parties responded to the notice. The notice to the second party was served by registered post. Thus it appears that the second party has not been willing to prosecute the case.

2. Therefore, the reference is disposed of in the absence of the evidence of the second party with the observation as under: “the contract between the management of ONGC Ltd., Surat and the contractor The Surat Electricity Co. Ltd., Contract Division, Surat in respect of the contractual workman Shri Dhirajbhai Nanubhai Patel is not sham and bogus contract and the demand of the workman Shri Dhirajbhai Nanubhai Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd., Hazira Project from either the date of his initial engagement with the contractor or from the date of Notification issued by Government of India, prohibiting his alleged employment/work through the contract system is illegal and unjustified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 16 मई, 2017

का.आ. 1314.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ.एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1329/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-30012/123/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1314.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1329/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and other and their workman, which was received by the Central Government on 11.05.2017.

[No. L-30012/123/2000-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 26th April, 2017

Reference : (CGITA) No. 1329/2004

1. The Group General Manager (P),
ONGC Ltd.,
Hazira Project,
P.O. Bhatpore,
Surat (Gujarat) – 394518
2. The Surat Electricity Co. Ltd.,
Contract Division,
403, 404, Ruchita,
Athugar Street,
Surat (Gujarat) – 395001

...First Party

V/s

Shri Amratlal J. Patel,
Rundh Magdalla,
Opp. Water Tank, Taluka Choriyasi,
Surat (Gujarat) – 395007

...Second Party

For the First Party : Shri D.C. Gandhi Associates

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/123/2000-IR(M) dated 22.08.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the contract between the management of ONGC Ltd., Surat and the contractor The Surat Electricity Co. Ltd. in respect of the contractual workman Shri Amratlal J. Patel is sham and bogus contract?”

“Whether the demand of the workman Shri Amratlal J. Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd. or from the date of his initial engagement with the contractor or from the date of Notification issued by Government of India, prohibiting his alleged employment/work through the contract system is legal and justified? If so, to what relief Shri Amratlal J. Patel is entitled to and from which date and what other directions are necessary in the matter?”

1. The reference dates back to 22.08.2000. The second party submitted the statement of claim Ex. 5 on 14.11.2000 and the first party submitted the written statement Ex. 13 on 10.04.2001 while pending in Industrial Tribunal, Surat. After the creation of Central Government Industrial Tribunal, this tribunal issued notice Ex. 28 to all the parties to appear on 22.02.2011 but none appeared to prosecute the case. Therefore, again notice Ex. 25 and 27 was issued on 19.09.2011 to all the parties to appear on 22.09.2011 and 13.06.2014 respectively. Since then the second party has been absent and has also not been leading evidence. Thus it appears that the second party has not been willing to prosecute the case.

2. Therefore, the reference is disposed of in the absence of the evidence of the second party with the observation as under: “the contract between the management of ONGC Ltd., Surat and the contractor The Surat Electricity Co. Ltd. in respect of the contractual workman Shri Amratlal J. Patel is not sham and bogus contract and the demand of the workman Shri Amratlal J. Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd. or from the date of his initial engagement with the contractor or from the date of Notification issued by Government of India, prohibiting his alleged employment/work through the contract system is illegal and unjustified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 16 मई, 2017

का.आ. 1315.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आ० एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1348/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-30011/3/2001-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 16th May, 2017

S.O. 1315.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1348/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and other and their workman, which was received by the Central Government on 11.05.2017.

[No. L-30011/3/2001-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 18th April, 2017

Reference : (CGITA) No. 1348/2004

1. The Group General Manager (P),
ONGC Ltd., Hazira Project,
P.O. Bhatpore,
Surat (Gujarat) – 394518
2. M/s International Engineering & Marine Works,
Marine Co-op. Housing Society, B/92,
St. Sebastian Road,
Bandra, Mumbai
3. M/s Dembla Valva Services,
Adarsh Industrial Estate,
Pokharan Road, No. 1, Uppavan Thane,
Thane – 400606 ...First Party

V/s

The General Secretary,
Gujarat Working Class Union,
A-772, Anand Ganga Kasak, Bharuch (East),
Bharuch (Gujarat) ...Second Party

For the First Party :

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/3/2001-IR(M) dated 16.01.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the workman to absorb/regularise the services of 6 contractual workmen as permanent and direct employees of ONGC Ltd., Hazira, Surat with time scale of pay of their category of work equivalent to their similar placed regular employees of ONGC Ltd., by declaring the contract as ‘sham contract’ is fair and

justified? If so, to what relief the concerned workmen are entitled to and from which date and what other directions are necessary in the matter?"

1. The reference dates back to 16.01.2001. The second party submitted the statement of claim Ex. 3 on 12.02.2001 and the first party submitted the written statement Ex. 14 on 04.09.2001. Since then the second party has been absent and has also not been leading evidence. Therefore, on 21.12.2010 and 05.04.2017, fresh notices were issued to all the parties to appear on 04.05.2011 and 18.04.2017 respectively but neither of the parties responded to both the notices. Thus it appears that the second party has not been willing to prosecute the case.

2. Therefore, the reference is disposed of in the absence of the evidence of the second party with the observation as under: "the demand of the workman to absorb/regularise the services of 6 contractual workmen as permanent and direct employees of ONGC Ltd., Hazira, Surat with time scale of pay of their category of work equivalent to their similarly placed regular employees of ONGC Ltd., by declaring the contract as 'sham contract' is unfair and unjustified."

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 18 मई, 2017

का.आ. 1316.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 95/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/61/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 18th May, 2017

S.O. 1316.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 18.05.2017.

[No. L-12012/61/2015-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 4th October, 2016

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 95/2015

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of State Bank of India and their workman)

BETWEEN :

Sri N. Mohandoss : 1st Party/Petitioner

AND

1. The Dy. General Manager : 2nd Party/1st Respondent

State Bank of India, Chennai Zone
Chennai Network-1, No. 86, Rajaji Salai
Chennai-600001

2. The Regional Manager (Region V) : 2nd Party/2nd Respondent

Disciplinary Authority, State Bank of India
Vellore-632001

Appearance :

For the 1st Party/Petitioner : M/s. Balan Haridas, Advocates
 For the 2nd Party/1st & 2nd Respondent : Sri S. Ravindran, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L- 12012/61/2015-IR (B.I) dated 18.06.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the Management of State Bank of India, Chennai regarding imposing of punishment on Sri N. Mohandoss as discharge from service with superannuation benefits as would be due otherwise at that stage and without disqualification from future employment is justifiable or not? If not, to what relief the workman is entitled to?

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 95/2015 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner, an ex-serviceman had joined the service of the First Respondent Bank as an Armed Guard on 19.08.1994. He had been working as Watchman in Gajalnaickenpatti Branch from the date of joining the service till the year 1998. Thereafter he was transferred to Harur Branch. While working there, he was issued a Charge Memo dated 15.06.1999. It was alleged in the charge that he had collected Rs. 3,400/- from one Jayapal during 1996-1998 for crediting to the Recurring Deposit Account of his children, misappropriated the same and cheated the customer and also that he resorted to outside borrowals without approval from the appropriate authority. An enquiry was conducted on the charges. In the enquiry held on 25.10.1999 a letter was obtained from the petitioner as if he is admitting the charges. The petitioner had given the letter dated 25.10.1999 with the hope to conclude the enquiry and get a posting nearby to his home town. The letter was given out of ignorance. The Disciplinary Authority set aside the enquiry and ordered denovo enquiry. The enquiry was conducted afresh. The Enquiry Officer submitted the report holding that the first charge is not proved and that only one of the six incidents detailed in the second charge was proved. However, the Second Respondent, who is the Disciplinary Authority disagreed with the findings of the Enquiry Officer without giving the petitioner any opportunity for hearing and proposed punishment of discharge. The punishment was imposed on the petitioner by order dated 17.03.2001 and this was confirmed by the Appellate Authority. The petitioner filed a Writ Petition in the Madras High Court challenging the punishment. The Writ was dismissed. The petitioner preferred appeal as Writ Appeal No. 1699/2010 and this was allowed. The order of the Appellate Authority was set aside for fresh consideration. The Second Respondent disagreed with the findings of the Enquiry Officer in respect of Charge No. 1 and held that the petitioner has committed misappropriation. The reasoning given by the Second Respondent for disagreeing with the Enquiry Officer and entering a finding of guilt on the petitioner is not legal or proper. The Second Respondent imposed the punishment of discharge from service with superannuation benefits on the petitioner. The Disciplinary Authority has imposed the punishment without considering any of the grounds raised by the petitioner. In any case the punishment is grossly disproportionate to the allegations leveled against the petitioner. An award may be passed holding that the order of the Second Respondent is arbitrary and illegal and directing the Respondents to reinstate the petitioner with full wages, continuity of service and all other attendant benefits.

4. The Respondents have filed a common Counter Statement contending as below:

The petitioner was earlier working as an Armed Guard at Gajalnaickenpatti Branch of the Respondent. He was transferred to Harur Branch. During this time, certain misconducts committed by the petitioner came to light. On 15.06.1999 a charge sheet was issued to the petitioner for misappropriating Rs. 3,400/- belonging to one Jayapal, a constituent of Gajalnaickenpatti Branch. The petitioner indulged in borrowing money from third parties who are constituents of the branch also. The petitioner did not submit any explanation to the Charge Sheet. A domestic enquiry was held on 25.10.1999 and the petitioner submitted a letter regretting for the misconducts committed by him and pleaded to take a lenient view on the matter. Based on the version of the petitioner, the enquiry Officer submitted his findings holding the petitioner guilty of the charges leveled against him. When the report was submitted to the Disciplinary Authority, he took the view that enquiry could not be concluded on the basis a confession alone and ordered denovo enquiry. In the enquiry the petitioner was properly represented. In his written submission he has stated that Jayapal has accepted the money and the account of his children have been closed and settled. In the domestic enquiry two letters by the petitioner and two letters by Jayapal were marked. The petitioners did not take any plea against these documents. He did not raise a contention that these documents are untrue. The Enquiry Officer submitted his findings holding that the first charge was not proved and the second charge was partly proved. The Disciplinary

Authority disagreed with the findings of the Enquiry Officer in respect of the First Charge and imposed the punishment of discharge from service with superannuation benefits on the petitioner by order dated 27.10.2000. The appeal filed by the petitioner was rejected. The Writ Petition filed by the petitioner against the order of dismissal was dismissed. However, his Writ Appeal was allowed and the matter was remanded to Disciplinary Authority to commence the proceedings from the stage of issuance of fresh Show Cause Notice to the petitioner. The Disciplinary Authority has considered the matter and disagreed with the findings of the Enquiry Officer in respect of Charge No. 1. After hearing the objection of the petitioner the punishment of discharge from service with superannuation benefits was imposed on the petitioner. Enquiry against the petitioner was held in a fair and proper manner. The petitioner is not entitled to any relief.

5. The evidence in the case consists of documents marked as Ext.W1 to Ext.W28 and Ext.M1. No oral evidence was adduced on either side.

6. **The points for consideration are:**

- (i) Whether the punishment of discharge from service imposed on the petitioner by the Respondent is justifiable?
- (ii) What, if any is the relief to which the petitioner is entitled?

The Points

7. The incident resulting in the dispute had occurred in the year 1998. The proceedings against the petitioner had a chequered career.

8. The petitioner who had retired from Indian Army had joined the First Respondent Bank as an Armed Guard and had been working as a Watchman initially at Gajalnaickenpatti, and at Harur when the charge memo was issued to him. The allegation against the petitioner as revealed from Ext.W5, the Charge Memo are two-fold, one that he had collected a sum of Rs. 3,400/- tendered by one Jayapal for credit of his children's recurring Deposit Account during 1996-1998 and misappropriated it and thereby cheated the customer and the Bank and the other that he had resorted to outside borrowings without approval from appropriate authority. Instances of such 6 borrowings are also referred to in the Charge Sheet.

9. Enquiry was conducted on the charges leveled against the petitioner and a findings was entered against him. When the enquiry report was submitted to the Disciplinary Authority, the Disciplinary Authority took a view that the enquiry was not conducted in a proper manner and ordered denovo enquiry on 01.12.1999. Enquiry was again conducted and this time the Enquiry Officer found that the first charge of misappropriation of customer's money is not proved. The second charge was found partly proved. The Disciplinary Authority disagreed with the findings of the Enquiry Officer and held the petitioner guilty of the first charge, which is the principal charge also and imposed the punishment of discharge from service on the petitioner. The Appellate Authority confirmed the order of the Disciplinary Authority. The petitioner filed Writ Petition No. 23258/2001 against the order of discharge and this was dismissed. He filed Writ Appeal No. 1699/2010. The Hon'ble Madras High Court allowed the Writ petition and remitted the matter for fresh consideration from the state of issue of proposed notice by the Disciplinary Authority. The Disciplinary Authority again disagreed with the findings of the Enquiry Officer on Charge No. 1 and ordered punishment of discharge from service. This order was upheld by the Appellate Authority in appeal. The dispute is raised against this order of discharge.

10. Though the petitioner has raised a contention in the Claim Statement that enquiry was not conducted in a fair and proper manner, this contention was withdrawn by the counsel for the petitioner.

11. Ext.W19 is the order in Writ Appeal No. 1699/2010 by which the Disciplinary Authority was directed to consider the matter afresh. The relevant portion of the order of the High Court is extracted below:

In the subject case we have scrutinized the reasons given by the Disciplinary Authority and we find that the statutory authority has taken its final decision without giving an opportunity of hearing to the Appellant at the stage at which it proposed to differ with the findings given by the Enquiry Officer. This violation goes to the root of the matter and as such is sufficient to vitiate the findings recorded by the Disciplinary Authority contrary to the findings recorded by the Enquiry Officer.

Therefore we set aside the order dated 17.03.2001 as confirmed by the order dated 15.06.2001. The matter is remitted to the Disciplinary Authority for fresh consideration. It is open to the Disciplinary Authority to commence the proceedings from the stage of issuance of fresh Show Cause Notice to the Appellant indicting his tentative disagreement with the findings recorded by the Enquiry Officer. The Writ Appeal is allowed as indicated above.

12. Ext.W13 is the order dated 17.03.2001 of the Second Respondent referred to in the order of the High Court. The Disciplinary Authority had imposed the punishment of discharge from service on the petitioner by this order. Ext.W14 is the order of the Appellate Authority dated 19.04.2001, also referred to in the order of the High Court. The High Court has set aside the Ext.W13 and Ext.W14 orders while remitting the matter to the Disciplinary Authority for fresh consideration. The Disciplinary Authority was to commence the proceedings from the date of issuance of fresh Show Cause Notice. On the basis of this direction, the Disciplinary Authority had prepared its note of dissent marked as Ext.W20 and had sent it to the petitioner for his comment. Ext.W21 is the submission made by the petitioner regarding Ext.W20. Ext.W22 is the order of the Disciplinary Authority discharging the petitioner from service after considering Ext.W21. Ext.W24 is the order of the Appellate Authority dismissing the appeal preferred by the petitioner.

13. Ext.W10 is the enquiry report with the finding that the First Charge against the petitioner i.e. the charge of misappropriation of Rs. 3,400/- belonging to a customer is not established. The Enquiry Officer had entered such a finding for the reason that Jayapal, who had made complaint to the Respondent Bank alleging that his money was misappropriated is not examined. The Disciplinary Authority relied upon those very documents which the Enquiry Officer refused to rely upon in the absence of Jayapal to enter a finding against the petitioner. The prime reason given by the Disciplinary Authority to enter a finding against the petitioner are Ext.W1 to Ext.W4 upon which the Enquiry Officer has refused to place any reliance. Of course, the Disciplinary Authority had also relied upon the admission made by the petitioner in this respect. However, the entire discussion in his dissent note is based upon Ext.W1 to Ext.W4.

14. Ext.W1 and ext.W2 are letters said to have been written by the petitioner to Jayapal and Ext.W3 and Exdt.W4 are letters said to have been written by Jayapal to the Branch Manager. Ext.W1 and Ext.W2 are letters to the effect that the petitioner had retained the amount of Rs. 3,400/- entrusted with him by Jayapal. Ext.W3 and Ext.W4 are to the effect that Jayapal used to entrust money with the petitioner for remitting in the Recurring Deposits in the name of his two children but he had subsequently found out that the money was not being remitted and that the petitioner had written to him admitting that the money was not remitted but will be paid soon.

15. It has been argued by the counsel for the petitioner that ext.W1 to Ext.W4 should not have been relied upon by the Disciplinary Authority since those are documents which are not proved in the enquiry proceedings. He has pointed out that the documents were formally marked only but were not proved by examining the required witnesses. In the enquiry report, the Enquiry Officer has stated that Jayapal who had allegedly written the two letters have not come forward to give evidence regarding the veracity of those letters. As a matter of fact Jayapal who is complainant in the case has not come forward to support the case of the Management at all. So far as Ext.W1 and Ext.W2 are concerned, these were also not proved.

16. The counsel for the Respondent has referred to the decision in ORISSA MINING CORPORATION LTD. VS. ANANTHACHANDRA PRUSTY reported in AIR 1997 SC 2274 to argue for the position that there is no such thing as absolute burden of proof always lying upon the Management in a disciplinary enquiry. The burden of proof depends upon the nature of explanation and the nature of charge and the burden may be shifted to the delinquent Officer depending upon his explanation in a given case, it has been held in the above case. However, in the present case the stage of shifting of the burden did not reach at all since the Management has not adduced any evidence on its side to prove Ext.W1 to Ext.W4. The counsel for the petitioner has referred to the decision in LIFE INSURANCE CORPORATION OF INDIA AND ANOTHER VS. RAM PAL SINGH BISEN reported in 2010 4 SCC 491 in this respect. In the above case, while considering the evidence in departmental enquiry the Apex Court has held that the contents of the documents are required to be proved either by primary or secondary evidence. Documents having not been produced and marked as required under the Evidence Act cannot be relied upon by the Court, it was held. The contents of the document cannot be proved by merely filing them in Court. In the present case no one was examined to prove the authenticity of Ext.W1 to Ext.W4. There is no evidence to show whether Ext.W1 and Ext.W2 were written by the petitioner and there is no evidence to show whether Ext.W3 and Ext.W4 were written by Jayapal. Thus these documents are without any proof. Those were merely filed in the enquiry proceedings and given some markings. So those documents could not have been relied upon to give a finding against the petitioner.

17. In Ext.W19 also the absence of proof in respect of Ext.W1 to Ext.W4 are referred to. The High Court has observed that mere production of documents alone is not sufficient and they should have been proved in a manner known to law. The High Court has referred to the fact that even the Bank Manager who is said to have received the complaint from Jayapal is not examined. Even in view of the observation of Hon'ble High Court there is no question of relying upon Ext.W1 to Ext.W4 as they are not proved in accordance with law.

18. Now the question is what else if any is the evidence available on the side of the Management and whether such evidence, if any, is sufficient to prove the charge. The Hon'ble High Court, while remitting the matter to the Disciplinary Authority for fresh consideration had directed it to commence the proceedings from the date of issuance of fresh Show Cause Notice to the appellant. On the basis of this Ext.W20-Dissent Note was given by the Disciplinary Authority, Ext.W21 comments was given by the petitioner and thereafter Ext.W22 order of "discharge from service

with superannuation benefits as would be due otherwise and without disqualification for future employment" was passed by the Authority. In spite of the observation of the High Court the Disciplinary Authority has relied upon Ext.W1 to Ext.W4 to enter a finding of guilt which was not at all proper as these were not proved and also because of the observation of the High Court. However, the Disciplinary Authority has relied upon letter given by the petitioner on 25.10.1999 admitting the charges also in this respect.

19. In fact other than Ext.W1 to Ext.W4, the only piece of evidence available in favour of the Management regarding the guilt of the petitioner is Ext.W6-the explanation given by the petitioner and also subsequent submissions made by the petitioner through his Representative.

20. What is Ext.W6? Is it sufficient to enter a finding of guilt against the petitioner? This is in the form of a letter given to the Assistant General Manager, the Disciplinary Authority through the Enquiry Officer on 25.10.1999. This is given in answer to Ext.W5-the charge memo. Ext.W5 has directed the petitioner to submit his explanation regarding the charges within 15 days. However, the petitioner has not complied with this direction until the enquiry proceedings have been initiated. The explanation is seen given through the Enquiry Officer, after enquiry was started.

21. The petitioner has stated in Ext.W6 that he is writing this letter in view of the charge memo. This is given by way of answer to the charges. To appreciate the explanation given by the petitioner, it is necessary to extract the first charge detailed in the Charge Memo. The charge states:

While working as watchman at Gajalnaickenpatti branch during 1996-1998 you collected a sum of Rs. 3,400/- tendered by Sri M. Jayapal for credit of his children's Recurring Deposit Account and misappropriated it yourself thereby cheating the customer and the Bank.

In Ext.W6 the petitioner has related his family circumstances to state under what circumstances the incident in the charge has occurred. He has narrated about the illness of his parents, the necessity to meet their medical expenses and the need to take care of the education of his four children. He has stated that he had incurred huge expenses on account of these apart from his routine family expenses which had been beyond his control. Then he has stated:

In order to meet out my parents' medical expenses on an urgent basis I have utilized the amount tendered by Sri M. Jayapal for the credit of his children's Recurring Deposit Account with a hope to return or remit the amount within a short period by selling the land owned by my father. Since the real estate business is on a downward trend I could not dispose the land to my expectation. On disposing the land within a month or two months time I will liquidate all my outside borrowings.

However, I have repaid the amount received from Sri M. Jayapal and the letter of acknowledgement for the amount received has been given by him which is enclosed for your kind reference.

At the end of the explanation the petitioner has stated that his action may be condoned and a lenient view may be taken considering his family situation. At the beginning of the explanation also he has stated that he is asking for a sympathetic consideration on the basis of the explanation that is being given by him.

22. There is reference to Ext.W6 explanation in the submissions made by the Defence Representative before the Enquiry Officer and the authorities who had dealt with the matter subsequently. In Ext.W9-the briefs submitted by the Defence Representative, the attempt is to justify the act on the basis that there was no criminal intention on the part of the petitioner. What is stated is that there was no intention of cheating. Apart from this it is further stated that Jayapal's Children's RD Account have been closed and settled on 18.06.1998 and Jayapal has admitted and accepted that he has received Rs. 3,400/- from Mohandoss, the petitioner. Then he goes on state that the petitioner had no intention to cheat the account holder i.e. Jayapal or to defraud the bank. Justification is attempted also on the basis that there was no loss to the Bank because of the incident. Then there is Ext.W10 which also refers to the repayment made by the petitioner to Jayapal.

23. Only in Ext.W21-the written submission made by the petitioner to the Dissent Note by the Disciplinary Authority there is a vague attempt to make out that Ext.W6 was not given voluntarily. Even then what is stated is only that in the enquiry held on 25.10.1999 a letter was obtained as if he is admitting the charges. He has further stated that he had given the letter with the "fond hope" to conclude the enquiry and get posting nearby to his hometown. Until Ext.W21 given on 10.02.2014 there was no case at all that it was not a voluntary one. In Ext.W23-the Appeal preferred by him against Ext.W22-the order of discharge it is stated that the letter was given out of sheer ignorance. Lastly there is a reference to the letter in the Claim Statement. In this it is stated that the letter was obtained as if the petitioner is admitting the charges. Thus it could be seen that after Ext.W6 letter was given in 1999, until 2014, there was never a case for the petitioner that it is not one given by him or that it was one obtained by coercion or even that it was a misguided one. Even now the petitioner does not have a case that he has not given this explanation. He does not have a specific case also that it was obtained by coercion, undue influence or any foul means.

24. On going through Ext.W6, the reply given by way of explanation regarding the first charge there could be no doubt that the petitioner was very much aware of the charge against him. The Charge memo has stated that he has collected the sum of Rs. 3,400/- that was tendered by Jayapal for crediting to his children's Recurring Deposit Account. In very clear words the petitioner has stated in his explanation that he has collected this amount and has utilized it for his personal requirements. He has further stated that the amount was subsequently repaid to Jayapal directly.

25. What is the effect of Ext.W6? It is an admission made by the petitioner in the proceedings initiated against him. A Charge Memo was issued to him and he has owned the charges and admitted the charges in the explanation. It is just like the defendant in a civil case has admitted the averments in the plaint in the Claim Statement submitted by him in a Court. It is part of the proceedings.

26. An argument has been advanced by the counsel for the petitioner that Ext.W6 was given in the enquiry proceedings which has subsequently been set aside and as such the explanation given by the petitioner in the said enquiry proceedings could not have been relied upon at all. This argument has no force. This explanation was given by the petitioner in answer to the Charge Memo that was issued to him. It is addressed to the Disciplinary Authority, though given through the Enquiry Officer. Apart from that, though the enquiry proceedings itself has been set aside, the reply given by the petitioner to the Charge Memo is a part of the records and could not be taken out of the file as if it was never there. Throughout, in the subsequent proceedings the petitioner has been referring to this explanation and he never had a case during those references that he has nothing to do with Ext.W6 or that he has not made any such admission. Thus so far as Charge No. 1 is concerned, Ext.W6 is an unconditional and voluntary admission on the part of the petitioner regarding his involvement in the charge. I find that Ext.W6 fortified by subsequent references to the same in the proceedings throughout is sufficient to prove the substantial charge against the petitioner.

27. The second charge is to the effect that the petitioner has indulged in borrowings without approval from appropriate authority. One of the borrowers has been examined in the proceedings and the Enquiry Officer has found this part of the charge alone proved. This is only a minor charge about which there is no necessity to discuss in detail.

28. The counsel for the petitioner has been submitting that even if the petitioner is found guilty and the punishment is to sustain it should be in such a way that he should be able to receive superannuation benefits. The punishment imposed on the petitioner is discharge from service with superannuation benefits as would be due otherwise at that stage and without disqualification from future employment. Even though the punishment refers to superannuation benefits the petitioner would not be entitled to these benefits as since he has not completed the required period of service on the date of dismissal i.e. 17.03.2001. The counsel has referred to the decision of the Apex Court reported in BHARAT BANK LIMITED, DELHI VS. EMPLOYEES OF THE BHARAT BANK LIMITED, DELHI reported in AIR 1950 SC 188 where it is observed that an Industrial Tribunal has wider powers than that of the ordinary Courts and is competent to add to and alter the conditions of contract also. According to the counsel if the date of dismissal of the petitioner is brought forward to the second order of the Disciplinary Authority the petitioner would be completing the required period of service to make him eligible for superannuation benefits.

29. I do not think the decision relied upon by the counsel gives power to this Tribunal to favour the petitioner in this manner. The incident leading to the initiation of proceedings against the petitioner had taken place in 1998 and the proceedings was started 1999. He could not be deemed to have worked or to have been in service during the period in which he actually was not. He will become eligible for superannuation benefits only if he was entitled to as per the Bipartite Settlement. So the petitioner is not entitled to any relief.

In view of my discussion above the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 4th October, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None
 For the 2nd Party/1st & 2nd Management : None

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	30.04.1998	Petitioner's letter to M. Jayapal
Ext.W2	30.04.1998	Petitioner's letter to M. Jayapal

Ext.W3	09.06.1998	Petitioner's letter to Branch Manager
Ext.W4	20.08.1999	Petitioner's letter to Branch Manager
Ext.W5	15.06.1999	Charge Memo
Ext.W6	25.10.1999	Explanation
Ext.W7	03.02.2000	Preliminary Objection
Ext.W8	21.07.2000	Representation of Defense
Ext.W9	03.10.2000	Representation of Defense
Ext.W10	17.10.2000	Enquiry Report
Ext.W11	21.11.2000	Proceedings of AGM
Ext.W12	28.11.2000	Submission of Defense Representative
Ext.W13	17.03.2001	Order of the Respondent
Ext.W14	19.04.2001	Appeal to Appellate Authority
Ext.W15	28.04.2001	Minutes of Personal Hearing
Ext.W16	28.04.2001	Points raised by defense representative
Ext.W17	15.06.2001	Order of the Appellate Authority
Ext.W18	16.07.2010	Order in WP No. 1699 of 2010
Ext.W19	02.12.2011	Order in WA No. 1699 of 2010
Ext.W20	29.06.2012	Dissent Note of Disciplinary Authority
Ext.W21	10.02.2014	Petitioner's comment regarding dissent note
Ext.W22	25.03.2014	Order of the 2 nd Respondent
Ext.W23	16.04.2014	Petitioner's appeal petition before 1 st Respondent
Ext.W24	28.07.2014	Order of 1 st Respondent
Ext.W25	23.12.2011 To 22.07.2013	Details of Payment of Subsistence Allowance
Ext.W26	23.07.2013 To 31.12.2013	Details of Payment of Subsistence Allowance
Ext.W27	Jan., 2014	Details of Payment of Subsistence Allowance
Ext.W28	Feb., 2014	Details of Payment of Subsistence Allowance

On the Management's side

Ex.No.	Date	Description
Ext.M1	03.02.2000	Enquiry Proceedings

नई दिल्ली, 18 मई, 2017

का.आ. 1317.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 47/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/46/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 18th May, 2017

S.O. 1317.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 47/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 18.05.2017.

[No. L-12012/46/2015-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 17th October, 2016

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 47/2015

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of State Bank of India and their workman]

BETWEEN :

Smt. Heindramma : 1st Party/Petitioner

AND

The General Manager : 2nd Party/Respondent
State Bank of India
Local Head Office, 16, College Lane
Chennai

Appearance:

For the 1st Party/Petitioner : M/s. R. Sreekanth, D. Lazar, Advocates

For the 2nd Party/Respondent : M/s. S. Ravindran, Bazeer Ahamed & S. Gomathi Lakshmi

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12012/46/2015-IR (B.I) dated 20.04.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the Respondent Bank i.e. SBI, Chennai in respect of denial of employment and “stopped from employment to the petitioner”, Smt. Heindramma is justifiable or not? If not to what relief the workman is entitled?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 47/2015 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner was employed with the Respondent at its Perambur Branch from the year 1975. She has worked continuously for 38 years without any break and to the utmost satisfaction of the Manager and other Officers of the branch. While working at the Branch she has requested the Branch Manager to make her a permanent employee. The Branch Manager had informed that she will be considered for permanency after placing the matter before the Head Office. The salary of the petitioner used to be credited to her account. On 07.05.2013 the Perambur Branch Manager informed the petitioner that she was stopped from service. The act of the Respondent is illegal. The petitioner is the only bread winner of the family. An order may be passed directing the Respondent to confer permanent status to the petitioner and pay her all the retirement benefits.

4. The Respondent has filed Counter Statement contending as below:

The employment in the Respondent Bank is only through due selection process. Whenever temporary employees were engaged in the Subordinate Cadre against leave vacancies or vacancies due to absenteeism, the temporary employee would be considered for appointment, when vacancy arises. Pursuant to several settlements the temporary employees who were engaged during the period from 1975 to 1997 were considered for filling up the existing

vacancies. However, such settlements would not apply to persons like the petitioner who were not employed as temporary workman or part-time workman against leave vacancies. The petitioner was engaged independently by the Branch Manager of Perambur Branch for cleaning toilets in the morning and in the evening for about an hour. She was paid on the days she cleaned toilets. These engagements would not amount to either temporary engagement or part-time engagement. The petitioner's services were utilized for cleaning the toilet in the Perambur Branch in the morning and in the evening from 2005 onwards. The Perambur Branch handed over maintenance of the branch including cleaning of the toilets to third party agency from 01.04.2013. After 31.03.2013 the Perambur Branch manager did not utilize the service of the petitioner. The claim of the petitioner that she was employed from 1975 onwards is untrue. The engagement of the petitioner by the Branch manager was without any authority and was only casual in nature. The petitioner is now more than 60 years of age. There is no question of reinstatement of the petitioner in such circumstance. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext.W1 to Ext.W5 and Ext.M1 to Ext.M8.

6. **The points for consideration are:**

- (i) Whether the Respondent is justified in stopping the petitioner from employment
- (ii) What, if any is the relief to which the petitioner is entitled?

The Points

7. The dispute was raised by the petitioner seeking to confer permanent status on her as an employee of the Respondent and pay all the retirement benefits to her.

8. The petitioner has claimed in the Claim Statement that she was employed with the Respondent Bank at its Perambur Branch from the year 1975. According to her, she was stopped from service by the Branch Manager on 07.05.2013.

9. Though the petitioner has not stated anywhere in the Claim Statement in what capacity she was employed at Perambur Branch of the Respondent, the Counter Statement of the Respondent reveals in what capacity she was working in the Branch. The documents produced on behalf of the petitioner shows her engagement with the Respondent Bank from the year 2006 only. Even as admitted by the Respondent in its Counter Statement she was engaged for cleaning toilets from 2005 onwards. The Counter Statement states that she was engaged by Perambur Branch Manager without any authority, for cleaning the toilet for about an hour in the morning and evening together. However, according to the Respondent the engagement was from 2005 onwards and not from 1975. It is also stated in the Counter Statement that the petitioner was disengaged from 13.03.2013, though, according to the petitioner this was from 07.05.2013.

10. The petitioner has filed affidavit in lieu of Chief Examination in tune with the Claim Statement filed by her. She has also produced Ext.W1 to Ext.W5 to prove her engagement. Ext.W2 is the Attendance Register from the year 2006 to September 2009 and Ext.W1 is the Register from the year 2009 to 2013. Ext.W3 is the Debit Slip for Rs. 3,100/- towards the cleaning charges for March 2013. Ext.W4 is the Bank Pass Book of the petitioner for the period from 2008 to 2010 and Ext.W5 is the Pass Book of the period from 2011 to 2013. These two Pass Books show remittances by the Bank to the account of the petitioner within frequent intervals towards cleaning charges. No documents are available to prove engagement of the petitioner prior to 2005. However, if the oral evidence of the petitioner is taken into account it is probable that she was engaged even earlier. MW1 examined on behalf of the Respondent has of course stated that the case of the petitioner that she was being engaged from 1975 onwards is not correct. However, this witness has started to work as Manager of the Perambur Branch only in the year 2015. He does not have any direct knowledge regarding the engagement of the petitioner. During cross-examination of the petitioner the Counsel for the Respondent has not challenged the claim of the petitioner in the affidavit that she was being engaged from 1975 onwards. So in all probability the petitioner must have been at the Bank much prior to 2005 which is the year of engagement admitted by the Bank. However, it is clear from the very admission of the petitioner during her cross-examination that she was working for sometime in the morning and for sometime in the evening and that also to clean the office premises and the toilets. The last payment seen made to the petitioner is @ Rs. 100/- per day.

11. Even as admitted by the Respondent the petitioner was turned out from the job when the Bank started to do the work of cleaning through outside agency from April 2014. The claim of the petitioner is not for reinstatement but to confer permanent status to her and to pay her retirement benefits. The petitioner is now past the age of retirement. Her age is shown as 60 in her deposition. Her claim for conferment of permanent status could not be entertained. However, the petitioner has to be compensated as she was sent out of service without complying with Section-25(F) of the Industrial Disputes Act. She was neither paid any compensation nor was issued any notice before she was disengaged.

Considering the nature of work done by the petitioner and the long years of her service, Rs. 2.50 lakhs is fixed as compensation payable to her. The Respondent is liable to pay this amount to the petitioner.

12. In view of my discussion above the Respondent is directed to pay Rs. 2.50 lakhs to the petitioner within two months of the publication of the Award. In default of payment the amount will carry interest @ 7.5% per annum from the date of the Award.

The reference is answered accordingly.

(Dictated to the PA transcribed and typed by him, corrected and pronounced by me in the open court on this day the 17th October, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Smt. Heindramma

For the 2nd Party/Management : MW1, Sri P. Mohan

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	-	Attendance Register from 2009 to 2013
Ext.W2	-	Attendance Register from 2006 to Sept. 2009
Ext.W3	02.04.2013	Payment of salary issued by the Respondent
Ext.W4	-	Bank Pass Book showing the salary credited in the account of the petitioner from 2008 to 2010
Ext.W5	-	Bank Pass Book showing the salary credited in the account of the petitioner from 2011 to 2013

On the Management's side

Ex.No.	Date	Description
Ext.M1	17.11.1987	Memorandum of Settlement entered into between the Respondent Bank and Trade Unions
Ext.M2	16.07.1988	Memorandum of Settlement entered into between the Respondent Bank and Trade Unions
Ext.M3	27.10.1988	Memorandum of Settlement entered into between the Respondent Bank and Trade Unions
Ext.M4	09.01.1991	Memorandum of Settlement entered into between Respondent Bank and Trade Unions
Ext.M5	30.07.1996	Memorandum of Settlement entered into between the Respondent Bank and Trade Unions
Ext.M6	15.09.1998	Memorandum of Settlement entered into between the Respondent Bank and Trade Unions
Ext.M7	10.12.2012	Agreement between Respondent Bank and Avon Facility Management Services Pvt. Ltd.
Ext.M8	21.02.2014	Agreement between Respondent Bank and Avon Facility Management Services Pvt. Ltd.

नई दिल्ली, 18 मई, 2017

का.आ. 1318.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 18/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.05.2017 को प्राप्त हुआ था।

[सं. एल-12025/01/2017-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 18th May, 2017

S.O. 1318.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 18.05.2017.

[No. L-12025/01/2017-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 8th August, 2016

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 18/2015 (DF)

BETWEEN :

Smt. E, Antony Mary : 1st Party/Petitioner

AND

1. The Regional Manager : 2nd Party/1st Respondent
(RBO-III) (Disciplinary Authority)
State Bank of India
No. 25, Swamy Nelliappa High Road
Tirunelveli-627001

2. The Deputy General Manager : 2nd Party/2nd Respondent
(Business & Operations) (Appellate Authority)
State Bank of India, Administrative Office
Maduram Complex
No. 2, Ambedkar Road
Madurai-625002

Appearance :

For the 1st Party/Petitioner : M/s Balan Haridas, Advocates

For the 2nd Party/Respondent : M/s T.S. Gopalan & Co., Advocates

AWARD

This is an Industrial Dispute taken on file under 2(A)(2) of the Industrial Disputes Act, 1947 (as amended by Act-24 of 2010 w.e.f. 15.09.2010).

1. The averments in the Claim Statement filed by the petitioner in brief is this are these:

The petitioner joined the services of the Respondent Bank in the year 1995. While she was working as Assistant in Palayamkottai Branch at Tirunelveli she was placed under suspension by order dated 09.06.2007. Thereafter, a Charge Memo dated 01.07.2007 was issued to her alleging that on 07.06.2007 she has stealthily taken away a note packet of Rs. 100/- denomination amounting to Rs. 10,000/-. The petitioner was alleged to have committed gross misconduct under Para-5(j) of the Memorandum of Settlement dated 10.04.2002. Though the petitioner submitted her explanation denying the charge a domestic enquiry was ordered. The Enquiry Officer submitted report to the effect that the charge leveled against the petitioner has been proved. On the basis of the report the Bank had asked for the comments of the petitioner and she had submitted her comments also. The Respondent passed order on 31.12.2011 dismissing the petitioner from service. Though the petitioner preferred an appeal it was rejected by the Appellate

Authority by a cryptic order dated 23.04.2012. The respondent had preferred a criminal complaint based on the very same allegations leveled against the petitioner in the enquiry proceedings. After trial the petitioner was acquitted of the criminal charge, by judgment dated 03.04.2014. After this the petitioner made a representation to the First Respondent Bank to reconsider the punishment. However, the First Respondent declined to take the petitioner back in service. The punishment imposed on the petitioner is grossly illegal. The charge leveled against the petitioner was not proved in the enquiry. The compact disc marked in the enquiry proceedings is not the complete recording of the CCTV on 07.06.2007 the date of the alleged offence. The Branch Manager who has certified the CD was not the Chief Manager on the day and had no knowledge of the contents of the same. Even otherwise the compact disc does not prove the charge against the petitioner. In any case there is no co-relation between the incident recorded in the CD and the cash shortage reported. An award may be passed setting aside the order of the First Respondent dismissing the petitioner from service without notice and ordering the Respondents to reinstate the petitioner in service with full backwages, continuity of service and other attendant benefits.

4. The Respondents have filed Counter Statement contending as below:

The petitioner was given appointment as Clerk in the Bank in the year 2007 on compassionate grounds. The Palayamkottai Branch had installed CCTV cameras to video graph the movements of the staff and members of the public who visit the Branch. The Post Master of Palayamkottai Head Post Office was maintaining an account with the Palayamkottai Branch of the Respondents. On 07.06.2007 a government cheque issued in the name of the Post Master for Rs. 5,00,000/- was presented for payment at the Bank. Ambalavanian, a staff of the Post Office presented the cheque to the Single Window Operator counter manned by Usharani Selvaraj. Usharani had asked the Special Assistant for notes as sufficient notes were not available in her counter. The Special Assistant gave four sections of Rs. 500/- note and three bundles of Rs. 100/- currencies. Messenger, Thangavelu counted the notes that were given to him in the Note Counting Machine and delivered them to the representative of the Post Office. The currencies were not used on that day for Post Office transactions. At the time of closing, when the Post Master counted the sections of note that were brought from the Respondent Bank he noticed that in one bundle there were only nine sections. He informed the Branch Manager over phone and also brought the bundles containing only nine sections of Rs. 100/- notes instead of ten sections with the slip of SBI not opened. When search for the section of notes by the bank staff became futile they played the CCTV and found the petitioner removing the section of currency that remained at the counting machine as Thangavelu omitted to remove it. On the next day morning the Chief Manager and others visited the residence of the petitioner and on the same day she remitted the missing amount in the Bank. An investigation was conducted in the matter. Based on the investigation enquiry proceedings were initiated against the petitioner and she was found guilty of the charge leveled against her. The Bank has proved the case against the petitioner in the enquiry proceedings. The petitioner is not entitled to any relief.

5. The evidence in the case consists of Ext.W1 to Ext.W12 and Ext.M1 to Ext.M30. No oral evidence was adduced on either side.

6. The points for consideration are:

- (i) Whether the action of the Respondents in dismissing the petitioner from service is legal and justified?
- (ii) What, if any is the relief to which the petitioner is entitled?

The Points

7. The petitioner was dismissed from service by the First Respondent on 31.12.2011 on the charge that she had removed a section of Rs. 100/- currency note packet amounting to Rs. 10,000/- which was lying in the note counting machine of Palayamkottai Branch of the First Respondent. The case is that Thangavelu the Messenger had taken the section alongwith nine other note packets to the Note Counting Machine and counted them but had omitted to remove one section from the machine and this one section which was lying in the machine was stealthily removed by the petitioner.

8. The case of the Respondents is that the ten note packets were counted by Thangavelu, the Messenger on the day in question for handing it over to the Messenger of the Post Master of Palayamkottai who had come to encash the government cheque of Rs. 5,00,000/-. According to the Bank the Messenger left the Bank with the money without verifying it under the bonafide belief that he had received the entire amount. But when the Post Master counted the amount in the evening he found shortage of one section of Rs. 10,000/-. He informed the Chief Manager and the Manager and staff made a search in the Branch but they could not find the money. Then they played the CCTV of the day and noticed the petitioner removing one section of the note from the Note Counting Machine. They decided that the petitioner is the one responsible for the shortage in the amount that was given to the Messenger of the Post Office. The Chief Manager and the Others visited the resident of the petitioner on the next day morning itself and on their persuasion she made good the shortage by the evening of the day.

9. It is argued on behalf of the petitioner that the charge against her was not established by the Management in the enquiry proceedings. The charge against her as detailed in the Charge Memo which is marked as Ext.W1 is that she had furtively and stealthily taken away one Rs. 100/- currency note packet amounting to Rs. 10,000/- placed in the Note Counting Machine which was omitted to be carried by Sri Thangavelu the Messenger alongwith nine other note packets to form a bundle for payment to the Post Office and in the process she has misappropriated Rs. 10,000/- belonging to the Bank and had thus committed gross misconduct in terms of Para-5(j) of the Memorandum of Settlement dated 10.04.2002.

10. Thangavelu, the Head Messenger is the only witness who was examined by the Management in the enquiry proceedings. Thangavelu had deposed before the Enquiry Officer that on the morning of 07.06.2007 Special Assistant, Usharani had received a cheque for Rs. 5,00,000/- from the Post Office and she had given cash of Rs. 5,00,000/- to him for delivery. He has taken the money in front of the customer and has given them after counting in the presence of the staff members. He has further deposed that in the evening when it was reported from the Post Office that a section of Rs. 100/- denomination is missing, a thorough search was made by the staff and they have failed to find the money. Then he had noticed the CCTV camera on and had requested the Manager to view the same. On viewing the CCTV footage they had noticed the petitioner taking the Rs. 100/- note section from the counting machine and going to her seat.

11. The petitioner had examined three staffs of the Bank in the enquiry proceedings. DW1, the first witness had been working in the Bank on deputation and had been there just for 10 days. On hearing about the complaint from the Post Office he too had made a search. On the night they have verified the CCTV reversal and had found the petitioner taking the Rs. 100/- section and going to her seat when the Messenger was not there and had tried to keep the money away. The evidence of DW2, Usharani is also almost on the same terms. She had seen the CCTV reversal on the next day. She had noticed the petitioner carrying the left out Rs. 100/- section and taking it to her table and dropping it on the side of the table. The third witness, a Clerk of the Bank had also spoken about the CCTV footage. He has stated that on noticing in the footage that the petitioner was carrying the section of notes they have decided that the petitioner has taken the money away and they have stopped their search for the money.

12. The concerned CD has been produced and marked as Ext.M1. I have watched the content of the CD which is for a period of about 10 minutes. The picture in the CD is very vague. However, it shows somebody going to the counting machine, counting notes for some time, leaving the notes there then coming back and continuing the counting. In between others also are in the venue doing so many things including talking to each other. At the end of the content of the CD a lady is seen coming to the machine taking money from the machine and going to the nearby seat. In the meanwhile she is found talking to someone nearby showing the money in her hands to him. The content of the CD comes to an end with this.

13. It could be seen from the enquiry proceedings that the Defence Representative had been continuously requesting the Enquiry Officer to direct the Presenting Officer to produce the copy of the entire CCTV footage of the day. But the Presenting Officer has reported that the same is not available. Ultimately the Enquiry Officer has decided that Ext.M1 CD which was produced in the enquiry proceedings would serve the purpose of the case and whatever had happened prior to and after what is there in the CD are not relevant for the purpose of the dispute.

14. The petitioner, even at the outset, had denied the case of the Management that she has stealthily removed the money and she has misappropriated the same. It is seen from the evidence that on the basis of the CCTV footage the Branch Manager and three other staff had visited the petitioner on the next day morning and she was persuaded to remit the alleged deficit in the Bank. The judgment of the Criminal Court in which the petitioner was an accused for the charge of theft shows that she had pledged some jewels at Muthoot Finance on the next day through her Son and she had remitted Rs. 10,000/- at the Bank by the evening. So it is clear that it is due to pressure from the Manager and Others who assumed her to be the culprit that she had remitted the money in the Bank. She had never admitted that she removed the money from the machine. Even assuming that the CD is admissible in evidence it is not known why it stopped at the time the petitioner was found talking to someone alongwith the money in her hands. Her very reasonable request to have copy of the CCTV footage pertaining to what happened subsequently was not heeded to by the Enquiry Officer in spite of her repeated requests. The evidence given by the witnesses is only to the effect that they had seen in the CCTV footage the petitioner taking away a section of note from the counting machine. One does not know if this is part of the money that was counted by PW1 to be handed over to the Messenger of the Post Master. It has come out in evidence that the counting machine is being used by other staff also and this will always be in use. How can it be presumed that what was noticed by the witnesses in the CCTV footage was the petitioner removing the very section of note that was in deficit out of Rs. 5,00,000/- that was handed over to the Messenger of the Post Office? Such a presumption cannot be made at all in the absence of any evidence.

15. Even otherwise Ext.M1 could not be relied upon at all for the reason that it is not properly proved. The proof of an electronic device should be as provided in Section-65 (B) of Indian Evidence Act. If such a document is to be

accepted in evidence, as per Section-65(B)(4) a certificate identifying the electronic record containing the statement describing the manner in which it was produced should be there. It should furnish the particulars of any device involved in the production of that electronic record and it should be signed by a person occupying a responsible official position in relation to the operation of the relevant device or management of the relevant activities.

16. The counsel for the petitioner has referred to the decision of the Apex Court in TOMASO BRUNO AND ANOTHER VS. STATE OF UTTAR PRADESH reported in 2015 7 SCC 178 in support of his argument that Ext.M1 cannot be relied upon. In the above case it was held that non-production of CCTV footage, non-collection of call records and SIM details of mobile phones seized from the accused are not mere instances of faulty investigation but even withholding of best evidence. The Apex Court observed that it is not the case of prosecution that CCTV footage could not be lifted or a CD copy could not be made. In the present case only a portion of the CCTV footage is produced. The remaining portion which also seems to be very relevant has not been produced. This amounts to withholding of the evidence. The Apex Court has observed in the above case that if a party in possession of best evidence which would throw light in the controversy withholds it the Court can draw an adverse inference against him notwithstanding that the onus of proving does not lie on him. In the present case the burden is on the Management to prove the case. So it is more so that adverse inference is drawn against the Respondent.

17. It is not merely because the entire copy of the CCTV footage of the day is not produced, Ext.M1 could not be relied upon. Even otherwise the document is bereft of proof and could not be relied upon at all. It is not proved as provided under Section-65(B) of the Indian Evidence Act. The counsel for the petitioner has referred to the decision of the Madras High Court dated 05.08.2015 in OA 695/2015 in this respect. The Hon'ble High Court has referred to the decision of the Apex Court in ANWAR VS. P.K. BASHIR AND OTHERS reported in 2014 10 SCC 473 reiterating the conditions under Section-65(B)(4) of the Evidence Act for proof of electronic record. It states that if it is desired to give a statement in any proceedings under Section-65(B)(4) of the Evidence Act (a) there must be a certificate which should identify the electronic record containing the statement (b) the certificate must describe the manner in which the electronic record was produced (c) the certificate must furnish the particulars of the device involved in the production of the record (d) the certificate must deal with the applicable conditions mentioned under Section-65(B)(2) of the Evidence Act and (e) the certificate must be signed by a person occupying a responsible official position in relation to the operation of the relevant device. The High Court has observed that electronic records being more susceptible to tampering, alteration, etc. without such safeguards, these safeguards are taken to ensure the source and authenticity of the device.

18. In the present case none of the conditions above are satisfied. The enquiry proceedings states that the CD was certified on 14.05.2009. The incident had taken place in June 2007. The document produced here does not contain any certificate as stated in the enquiry proceedings. Even if there is any certificate it was made after a delay of 1.5 years. There is no evidence as to whether the certificate was signed by a person occupying a responsible position. The only person examined on behalf of the Management is the Head Messenger who does not have anything to do with Ext.M1. DW1 has stated during his examination that he does not know anything about the preparation of the CD from the premises of the Bank. Thus there is no evidence at all regarding the authenticity of the CD. The Management is relying upon Ext.M1 alone to establish the case. The evidence given by the witnesses are based on the footage which they are said to have viewed. However, they do not know anything about Ext.M1 or authenticity of Ext.M1. So in any case based on Ext.M1 alone the Management has no legs to stand.

19. It has been pointed out on behalf of the petitioner that in any event, the case of the Management is without any foundation. The case is that in the evening of 07.06.2007 the Post Master of Palayamkottai informed the Branch Manager of Palayamkottai that there is deficit of one section of Rs. 100/- denomination in Rs. 5.00 lakhs that had been handed over to the Messenger of the Post Office. A written complaint is coming on the next day only. The case of the Management is that the cheque was encashed in the morning of 07.06.2007 itself. The Messenger, Ambalavanian who encashed the cheque from the branch is not examined in the enquiry proceedings. The case is that the Post Office had no necessity to use the money on the day and had kept it untouched till the evening at the time of closure and the deficit was noticed only when the money was counted at the time. However, neither the Ambalavanian nor the Post Master had come forward to give evidence. There is no evidence from them on what transpired after the money was handed over to Ambalavanian.

20. The counsel for the petitioner has referred to the evidence given by the witnesses regarding the practice accepted by the Bank in its transactions with the customers. DW2 who was the Special Assistant and had worked as Payment Cashier had given the details regarding payment to Ambalavanian. She is the one who made payment to Ambalavanian. She has stated during her examination that the Post Office staff Ambalavanian had received Rs. 5.00 lakhs. According to her, she used to inform the customers that they should leave the counter only after verification of the cash. According to her, it can be taken that Ambalavanian has received the entire cheque amount of Rs. 5.00 lakhs. She has further stated that if a customer leaves the branch and then comes back and claims shortage it will not be accepted by the Bank. There is also the evidence by DW3. DW3 had stated that if a customer comes back with the complaint of shortage of cash

after a time gap of half-an-hour or one hour it may be entertained depending upon the circumstance. As could be seen the Post Office Messenger who is said to have collected the money has not come forward to assert the case of deficit in the money. This itself shakes the very foundation of the case.

21. Lastly, it has been argued on behalf of the petitioner that she was tried in a criminal proceedings for the very charge that was raised against her in the enquiry proceedings and she was found not guilty and acquitted of the case and therefore also the punishment imposed on her will not hold good. Ext.W9 is the judgment in CC 40/2008 on the file of the Court of the Judicial Magistrate No. I, Tirunelveli in which the petitioner was the accused. In the case she was charged for offence under Section-381 of the Indian Penal Code alleging that she had stolen a bundle of Rs. 10,000/- in Rs. 100/- denomination left in the counting machine of the Bank. Ext.W1, the Charge Memo would show that the very same was the charge against the petitioner in the enquiry proceedings. The case is that she had stealthily taken away the money from the counting machine. The judgment in CC 40/2008 has become final in the absence of any appeal challenging the same. What is the effect of such acquittal in a departmental proceedings? The counsel for the petitioner has referred to the decision of the Apex Court in GM TANK VS STATE OF GUJARAT AND ANOTHER reported in 2006 CDJ SC 415 in this respect. In the above case the same witnesses were examined in the Criminal Case and the departmental proceedings. The concerned workman was acquitted by the Criminal Court holding that the prosecution has not proved the guilt alleged against him beyond reasonable doubt. The Apex Court has held that in such circumstance it would be unjust and unfair and rather oppressive to allow the findings recorded in the departmental proceedings to stand. It was further held that the facts and evidence in the departmental as well as in the criminal proceedings being the same the distinction which is usually proved between the departmental and criminal proceedings on the basis of the approach and burden of proof would not be applicable to the case. Reference was also made to the decision in COMMISSIONER OF INCOME TAX, CALCUTTA VS. HOOGHLY MILLS COMPANY LTD. reported in 2007 1 SCC 571 in this respect. It was a case where the Management Bank had failed in its attempt to recover the money allegedly misappropriated by civil proceedings and also failed to prove the case of embezzlement in the criminal proceedings also. The Apex Court held that if departmental proceedings and criminal case are based on identical set of facts, evidence in both the proceedings are common and employee is acquitted in the criminal case, an order of dismissal already passed may be set aside.

22. The counsel for the petitioner has referred to a few decisions of the Madras High Court also to substantiate his argument on the point. Reference was made to the decision in RAMASAMY VS. GOVERNMENT OF TAMIL NADU AND OTHERS reported in CDJ 2006 MHC 038 where also it was held that the charge in the departmental enquiry and the grounds leading to the prosecution of the accused being on the same set of facts, in view of the fact that the criminal case ended in honorable acquittal on merits, the disciplinary authority ought to have considered the same before proceeding further. This is the finding rendered in the decision in DISTRICT REVENUE OFFICER VS. PALANISAMY AND ANOTHER reported in CDJ 2006 MHC 273, KALYANASUNDARAM VS. MANAGEMENT OF TAMIL NADU STATE TRANSPORT CORPORATION in Writ Appeal 5/2011 and also in the decision in KANAGASABAPATHY VS. DEPUTY INSPECTOR OF POLICE, VILLUPURAM AND ANOTHER reported in CDJ 2006 MHC 1123.

23. The counsel for the Respondent has referred to the decision in STATE BANK OF BIKANER AND JAIPUR VS. NEMICHAND NALWAYA reported in 2011 4 SCC 584 in his attempt to differentiate the present case and to show that the dictum laid down in the above decisions are not applicable to the facts of the present case. It was held in the above case that the fact that the Criminal Court subsequently acquitted the employee by giving him the benefit of doubt will not in any way render a completed disciplinary proceedings invalid nor affect the validity of the finding of guilt or consequential punishment. According to the counsel the acquittal obtained by the petitioner in the present case is not an honorable acquittal and therefore the decisions relied upon on behalf of the petitioner are not applicable to the facts of the present case. The counsel for the petitioner has referred to the decision in UNION OF INDIA AND OTHERS VS. NAMAN SINGH SHEKHAWAT reported in 2008 4 SCC 1 wherein the Apex Court has held that the Criminal Court having given a positive finding that the prosecution has not been able to prove the guilt, it is not mere benefit of doubt having been given and the employee is entitled to a relief in his favour in the departmental proceedings.

24. In Ext.W9 the Judicial Magistrate has stated that it will be appropriate to grant benefit of doubt to the accused. It was in view of this it has been argued on behalf of the Respondent that it is not an honourable acquittal but one obtained merely on the basis of benefit of doubt. However, even though the term "*benefit of doubt*" is used in the judgment it is not an acquittal based on benefit of doubt alone but on a positive finding that the guilt of the accused is not established. In the Criminal Case all the witnesses examined in the enquiry proceedings have been examined. Their evidence which is based on the CCTV footage was not accepted by the Criminal Court. By cogent reasoning the Court has found that the charge against the accused is not proved. So in spite of usage of the term "*benefit of doubt*" in the judgment it is to be treated as acquittal in the absence of proof.

25. The counsel for the Respondent has again relied upon the decision in STATE BANK OF BIKANER case referred to earlier in which it has been held that an employee who allows the findings in the enquiry and the punishment by the Disciplinary Authority to attain finality by non-challenge cannot after several years challenge the decision on the ground that subsequently the Criminal Court has acquitted him. The counsel has been pointing out that the petitioner herein has raised the dispute only after her acquittal in the criminal case. The claim has been made by the petitioner within the period of limitation contemplated under Section-2A of the ID Act and therefore it could not be stated that the petitioner has allowed her dismissal to attain finality by non-challenge. Since the claim is made within time there was nothing wrong in her doing it even though it is after acquittal of her in the criminal case. For the above reasons the petitioner is entitled to the relief claimed for.

Accordingly the Respondents are directed to reinstate the petitioner in service within two months of publication of the award with 50% backwages and other attendant benefits. In case of default in payment of the backwages it would carry interest at the rate of 7.5% per annum.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 8th August, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1 st Party/Petitioner	:	None
For the 2 nd Party/Respondent	:	None

Documents Marked:

On the Petitioner's side

Ext.No.	Date	Description
Ext.W1	01.12.2007	Charge Memo
Ext.W2	27.12.2007	Explanation of the petitioner
Ext.W3	-	Enquiry Proceedings
Ext.W4	13.08.2011	Prosecution Brief
Ext.W5	10.10.2011	Defense Brief
Ext.W6	21.10.2011	Letter of the Respondent enclosing enquiry report
Ext.W7	12.11.2011	Petitioner's comments on the enquiry report
Ext.W8	31.12.2011	Order of dismissal
Ext.W9	03.04.2014	C.C.No. 40 of 2008
Ext.W10	19.04.2012	Appeal
Ext.W11	23.04.2012	Order of Appellate Authority
Ext.W12	21.07.2014	Petition under Section-2A of the ID Act.

On the Respondent's side

Ext.No.	Date	Description
Ext.M1	-	Compact disc evidencing the charges against the petitioner – C.D. (PE X01) – And One D.V.D – D.V.D only furnished to the petitioner.
Ext.M2	07.06.2007	Cheque No. 437770 for Rs. 5.00 lakhs from Post Master, Palayamkottai with receipt and attestation on its reverse
Ext.M3	07.06.2007	Photocopy of the note bundle with 9 sections of Rs. 100/- denomination delivered to Post Office
Ext.M4	08.06.2007	Letter from Post Master, Palayamkottai – H.O. to the Chief Manager, SBI Palayamkottai

Ext.M5	08.06.2007	Letter from Chief Manager, SBI Palayamkottai to Reg. Manager, SBI, RBO, T. Veli (rm-rbo-16-51)
Ext.M6	08.06.2007	Letter from Thangavel, Messenger, SBI Palayamkottai to Regional Manager, RBO, T.Veli
Ext.M7	08.06.2007	Credit slip from Antony Mary for Rs. 10,000/- to credit to Sundry Deposit Account
Ext.M8	09.06.2007	Preliminary Investigation Report by S. Muthusamy, Dy. Manager, SBI-RBO, T.Veli
Ext.M9	09.06.2007	Suspension Order to Antony Mary DIS-CON-131
Ext.M10	23.06.2007	Investigation Report by Sri S. Muthusamy
Ext.M11	13.08.2007	Letter from Regional Manager to DGM – RBO T. Veli – RBO – RM III-116 enclosing: (i) A copy of FIR No. 913/07 dated 10.07.2007 (ii) Letter dated 14.07.2007 from Chief Manager, Palayamkottai to Inspector of Police (cB) – Palayamkottai (iii) Letter dated 16.07.2007 – RM – RBO -12-76 from Chief Manager to Regional Manager (iv) Letter dated 0808.2007-AGM-12-78-Details of Arrest, imprisonment and Bail
Ext.M12	16.08.2007	Memo from Regional Manager to Antony Mary – calling for explanation within 15 days – RBO – RM – III – 173
Ext.M13	30.08.2007	Letter from Antony Mary to SBI, RBO, T.Veli – requesting 30 days time to submit her explanation
Ext.M14	28.09.2007	Explanation from Antony Mary to Branch Manager RBO, SBI, T.Velia to the memo dated 16.08.2007
Ext.M15	30.01.2008	Notice of enquiry (Disc.Con.656) – Explanating procedure
Ext.M16	22.04.2009	Letter from Dis. Proceeding Cell, Madurai (Dis.Con.223) to E.O. / Chief Manager, Overseas Branch, Chennai
Ext.M17	28.07.2009	Order of Hon'ble High Court in MP 1/2009 – extending stay by 4 weeks
Ext.M18	03.09.2009	Order of Hon'ble High Court in M.P. 1/09 – stay further extended by 3 weeks
Ext.M19	01.10.2009	Order of Hon'ble High Court in MP 1/09 – stay further extended by 3 weeks
Ext.M20	24.02.2010 to 20.04.2012	Deposition of witness Muthusamy, Manager (DPC), SBI, ZO, Madurai – In C.C.No. 40/08
Ext.M21	23.09.2010	Order – dismissing the WP (MD) No. 6916/09 and MP (MD) MS 1/2009 and 1/2010 filed by the Petitioner before the Hon'ble Madurai Bench of Madras High Court
Ext.M22	15.05.2007 to 21.05.2007	Extract of Currency Chest Book – Folio No. 42 dated 18.05.2007 of Form T.E.1
Ext.M23	10.01.2011	First Information Report No. 04/2011 – enclosing the deposition in Cr.No. 4/2011 (total 9 pages)
Ext.M24	21.09.2011	Letter from T. Mathiarasan (EO) to K. Rajendran (D.R.) – enclosing copy of P.O's brief dated 13.08.2011 and calling for Defense Report before 28.09.2011
Ext.M25	07.12.2011	Letter to Antony Mary from D.A. proposing punishment of dismissal and fixing personal hearing on 27.12.2011
Ext.M26	26.12.2011	Reply of D.A. to Antony Mary on her request to postpone the enquiry and fixing the P.H. on 31.12.2011

Ext.M27	31.12.2011	Report of D.A. on the P.H. – Antony Mary failed to appear and proceedings of the hearing
Ext.M28	07.03.2012	Letter from Regional Manager addressed to DGM (B&O) – DPC Section – SBI Madurai enclosing appeal dated 25.02.2012 of Mrs. Antony Mary
Ext.M29	12.04.2012	Reply to Antony Mary from DGM/Appellate Authority fixing personal hearing on 19.04.2012 on the Appeal dated 25.02.2012
Ext.M30	19.04.2012	Proceedings of personal hearing on 19.04.2012 before Appellate Authority

नई दिल्ली, 18 मई, 2017

का.आ. 1319.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 15/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/54/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 18th May, 2017

S.O. 1319.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 18.05.2017.

[No. L-12012/54/2014-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 10th January, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 15/2015

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of State Bank of India and Another and their workman)

BETWEEN :

Sri V. Anbumani : 1st Party/Petitioner

AND

1. The Regional Manager (Disciplinary Authority) : 2nd Party/1st Respondent

State Bank of India, Region-II
Regional Business Office, Raja Mirasdar
Hospital Road
Thanjavur-613001

2. The Deputy General Manager (Business & Operations) : 2nd Party/2nd Respondent

State Bank of India
Disciplinary Proceeding Cell, Admn. Office
Tiruchi Zone, Mc. Donalds Road
Tiruchi-620001

Appearance :

For the 1st Party/Petitioner : M/s K.M. Ramesh, Advocates

For the 2nd Party/1st & 2nd Respondent : M/s T.S. Gopalan & Co., Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12012/54/2014-IR(B-I) dated 30.01.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of State Bank of India, Tiruchirapalli in imposing the punishment of discharge from service of Sri V. Anbumani, Special Assistant is legal and justified? If not, to what relief the concerned workman is entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 15/2015 and issued notices to both sides. Both sides have entered appearance through their counsel and filed their claim and counter statement respectively. The petitioner has filed rejoinder in answer to the Counter Statement.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner was appointed as Clerk-cum-Cashier in the State Bank of India in 1985. He was promoted as Special Assistant in 2008. He was working in Mannargudi Branch at the time when he was wrongfully terminated by the Bank by order dated 25.09.2012. While the petitioner was working in Mannargudi Branch he was suspended from service w.e.f. 27.11.2009 alleging certain acts of gross misconduct. The petitioner was issued with a charge sheet dated 15.12.2010 leveling two charges against him. The first charge against the petitioner is that while he was holding custody of ATM Pin Mailers and Undelivered ATM Cards for delivering to the customers those were misused to withdraw aggregate amount of Rs. 5,42,340.00 from various customers and this was because of the negligence of the petitioner to safe keep the ATM Cards and Pin Mailers. The Second Charge is that the petitioner allowed an outsider, one Revathi to misuse the ATM Cards and Pin Mailers and thus helped her to withdraw money fraudulently from the customers' account thus facilitating an outsider to misappropriate Rs. 5,42,340.00 belonging to various customers. The explanation given by the petitioner to the charge sheet was not accepted and an enquiry was conducted against him. The charges against the petitioner having been found proved by the Enquiry Officer the petitioner was dismissed from service (not discharged as seen in the order of reference) by order dated 10.04.2002. The appeal filed by the petitioner against the order of dismissal was dismissed. The petitioner has not committed any misconduct as alleged. The enquiry against the petitioner has not been conducted in a fair and proper manner. The petitioner is entitled to be reinstated in the service of the State Bank of India.

4. The Respondents have filed Counter Statement contending as below:

Both Respondents represent State Bank of India. So a common counter Statement is filed and the Respondents are referred to as “*Respondent*”. There is a policy of job rotation among Clerical Staffs once in six months. In the second half of 2009 the job allocation to the petitioner *inter-alia* included ATM Offsite Cash Replacement and entering ATM Pin in the Register and delivery. In the Mannargudi Branch where the petitioner was working there was unauthorized engagement of casual employee by name Revathi. One Ravikumar had SB Account in Mannargudi Branch. On 26.10.2009 his father presented his son's cheque for Rs. 70,000/- and this was returned for want of sufficient balance. When Ravikumar came to the branch it was noticed that three unauthorized withdrawals for Rs. 81,000/- were made through an Offsite ATM Centre. On 13.11.2009 the wife of Account Holder Mohammad Suleiman came to the Branch and it was noticed that there had been unauthorized withdrawal of about Rs. 3,87,000.00 from the account. On verification it was found that cash was withdrawn from 10 SB Account Holders. The petitioner who was entrusted with the Pin Mailers and also the undelivered ATM Cards had misused his position and colluded with a casual employee, Revathi to handle ATM Cards and Pin Mailers. Thus Revathi was able to withdraw Rs. 5,32,840.00 from different accounts. The Branch Manager was also responsible for allowing the Pin Mailers and the ATM Cards to be in the custody of the petitioner. Disciplinary action was initiated against the Branch Manager also. Enquiry against the petitioner was held in a fair and proper manner. The petitioner is not entitled to any relief. The petition is liable to be dismissed.

5. The petitioner has filed rejoinder in answer to the Counter Statement denying the averments in the Counter Statement and reiterating his case in the Claim Statement.

6. Though the petitioner has challenged the fairness of enquiry in the Claim Statement, he has given up his contention in the Proof Affidavit filed by him before this Tribunal. So there is no necessity to consider this issue in the dispute.

7. The evidence in the case consists of oral evidence of WW1 and documents marked as Ext.W1 to Ext.W25 and Ext.M1 to Ext.M8.

8. **The points for consideration are:**

- (i) Whether the action of the Respondents in dismissing the petitioner from service without notice is legal and justified?
- (ii) What if any is the relief to which the petitioner is entitled?

The Points

9. The petitioner who was working as Special Assistant in Mannargudi Branch of SBI was dismissed from service by order dated 26.11.2009 on allegations of certain misconducts committed by him. It is alleged by the Management that the petitioner was in the custody of ATM Pin Mailers and Undelivered ATM Cards and was having the duty to deliver them to the customers but he allowed one Revathi to misuse the ATM Cards and Pin Mailers facilitating withdrawal of more than Rs. 5.50 lakhs from the account of different customers by her.

10. In the enquiry proceedings the Management had examined the Branch Manager at the time of incident and also the subsequent Manager. Documents were also marked in the enquiry proceedings. On the side of the petitioner also two witnesses were examined and some documents were marked. The Enquiry Officer has found that both charges against the petitioner are proved. He has relied upon the alleged recovery of the ATM Cards and Pin Mailers said to have been made from the petitioner and also the confession statement said to have been made by Revathi against whom criminal proceedings have been initiated by the Bank for withdrawal of amount from the account of different customers.

11. The First Charge against the petitioner states that he was holding custody of ATM Pin Mailers and Undelivered ATM Cards for delivery to the customers, but these were misused to withdraw more than Rs. 5.00 lakhs from various customers account as detailed in the annexure to the Charge Memo and this was because of the negligence of the petitioner to safe keep the ATM Cards and Pin Mailers. As per the Second Charge the petitioner had allowed Revathi, an outsider to misuse the ATM Cards and Pin Mailers which were held in his custody and thus he facilitated Revathi to misappropriate amount belonging to various customers of the Bank thereby tarnishing the image of the Bank.

12. Is it proved by the evidence tendered by the Management if the petitioner was in the custody of ATM Cards and Pin Mailers? Only if the answer to this is in the positive the question of someone misusing them while in the custody of the petitioner arises. As far as the custody of ATM Pin Mailers are concerned it is not disputed by the petitioner himself that he was at the time doing the work of holding custody of Pin Mailers, entering them in the Register, etc. Ext.W24 contains PEX-I marked in the enquiry proceedings, an Office Order which had become effective from 27.07.2009. S.No. 9 in the Office Order is in respect of the petitioner, Anbumani. Alongwith other jobs, he is also entrusted with the job of entering of ATM Pin in the Register and delivery. The jobs entrusted to him do not include custody of ATM Cards or their delivery to the customers.

13. Is there any evidence available to show that undelivered ATM Cards were in the custody of the petitioner as alleged in Charge No. 1 of the Charge Memo? The then Branch Manager had been examined by the Management as PW2 in the enquiry proceedings. During his examination he has stated specifically that the custody of ATM Pin Mailers were with the petitioner while undelivered ATM Cards were in the custody of Cash Officer. When the Branch Manager who is having the duty to allot the different works to the staffs states so it is beyond doubt that the petitioner could not have been in the custody of undelivered ATM Cards.

14. The counsel for the Respondent had been relying upon the statement regarding recovery of ATM Pin Mailers and ATM Cards from the custody of the petitioner. According to the counsel this is sufficient to establish the case of the Management that the petitioner was in the custody of ATM Cards as well. However, this case is not supported by the Branch Manager. The case of the Bank that recovery of these were made from the petitioner itself is not established. During his examination the Branch Manager has stated that Chief Manager (Administration) and the Channel Manager have recovered the ATM Pin Mailers and ATM Cards from the petitioner on 13.09.2009. Thus it is clear that the Branch Manager is not a party to the alleged recovery. Those Officers who are said to have made the recovery are not examined.

15. Ext.W24 includes PEX-3 marked in the enquiry proceedings. This is in respect of the covers said to have been recovered from the custody of the petitioner and kept under the safe custody of the Branch Manager. PEX-3 is only the details of certain covers with the signature of the Branch Manager. The Branch Manager apparently is not the one who made the recovery. A statement does not seem to have made at the time when the covers were allegedly recovered. Ext.PEX-3 would not show on which date the covers were recovered from the petitioner. The Branch Manager has given 13.09.2009 as the date of recovery without any supportive evidence. He was not present at the time of the alleged recovery. He has admitted during his cross-examination that Ext.PEX-3 itself does not reveal that the documents named

in it were recovered from the custody of the petitioner. Ext.PEX-3 does not contain the signature of the petitioner. It cannot be also because it is only a statement made by the Branch Manager at a time subsequent to the alleged recovery.

16. A letter written by the Branch Manager to the Regional Manager also would reveal that the petitioner could not have been in the custody of undelivered ATM Cards. Ext.W25 contains DEX-3 marked on the side of the petitioner in the enquiry proceedings. It is a letter written by PW2, the Branch Manager to the Regional Manager. In this letter he has stated that the Branch Cash Officer is having record for keeping undelivered ATM Cards with him. He has of course stated in the letter that he was under the impression that the cards were with the Cash Officer but after the incident happened he came to understand that the petitioner was in custody of ATM Cards as well as ATM Pin Mailers. However, this case is not pursued by the Branch Manager in the enquiry proceedings. Even during his Chief Examination his case is that the Cash Officer only was in custody of ATM Cards. In such circumstance, Ext.PEX-3 could not be relied upon to accept the case of the Management that ATM Cards were recovered from the custody of the petitioner.

17. The counsel for the Respondent has been relying upon the confession statement said to have been made by Revathi also to advance his argument that the petitioner was responsible for custody of the ATM Cards as well and that he has facilitated Revathi to misuse those ATM Cards and Pin Mailers and she has withdrawn amount from the account of different customers alongwith two others, misusing them. The Second Charge is framed against the petitioner in such a way as if to make out that Revathi who is the actual culprit has nothing to do with the Bank and is a total outsider to the Bank. It is not in dispute either for the petitioner or for the Management that Revathi is the one who has withdrawn Rs. 5,42,340.00 by different occasions from the account of various customers, obtaining ATM Cards and Pin Mailers from the Bank. However, Revathi is not an outsider. She was working in the Bank under the blessings of the Branch Manager. The Branch Manager has stated in Ext.DEX-2 itself that Revathi was employed at the Branch though he would state that it was only to prepare voucher and account opening.

18. The question is whether the confession statement allegedly made by Revathi can be accepted? The Enquiry Officer has heavily relied upon the confession statement to enter a finding against the petitioner. A copy of the translation of alleged confession statement which is in Tamil has been provided. As seen from this she was working for wages at the rate of Rs. 100/- per day at the time. The statement proceeds to state that she had worked in account opening work and alongwith that also worked under Special Assistant, Anbumani and assisted him in the work of registration of ATM Card and recording the details of account opening and ATM Card details in the Register. The confession statement proceeds to state that she had found the undelivered ATM Cards and Pin Mailers and had collected them without anybody's knowledge and had withdrawn amount on various dates with the help of her two friends.

19. The counsel for the Respondent has argued that being in a departmental proceedings the confession statement could be acted upon. The counsel has referred to the decision of the Madras High Court in ASSOCIATED CEMENT COMPANIES LTD. MADUKKARAI CEMENT WORKS, COIMBAORE VS. LABOUR COURT, COIMBATORE AND ANOTHER reported in 1976 SCC ONLINE MADRAS 282 in this respect. It was a case where evidence of an accomplice was accepted by the Labour Court. The Court has held that the Labour Court not being bound by the strict principles of Law of Evidence can take into consideration the evidence of an accomplice. It was further observed that even a retracted confession can be acted upon in proceedings before a Labour Court. Reference was also made to the decision of the Apex Court in KULDEEP SINGH VS. STATE OF PUNJAB AND ANOTHER reported in 1997 1 LLN 52. It was held here that the fact that the confession was made to the Police or while in the custody of the Police may not be of much consequence for the reason that strict rules of Evidence Act do not apply to departmental/disciplinary enquiries. In answer to the above decisions the counsel for the petitioner has referred to the later decision of the Apex Court in ROOP SINGH NEGI VS. PUNJAB NATIONAL BANK AND OTHERS reported in 2009 2 SCC 570 where it was held that confession statement should have been proved. It was observed that the case of the Appellant was that he was forced to make the confession statement by the Police rather than merely tendering the document and the contents thereof should have been proved.

20. In the light of the principles revealed through the above decisions it is to be seen whether the confession statement said to have been made by Revathi can be acted upon. The confession statement admittedly is not proved either by the maker of the statement or through the person who has recorded it. The document was merely tendered in evidence by one of the witnesses. The Bank or the witnesses have nothing to do with the confession statement. The Bank got the statement as sent by the Inspector of Police, District Crime Branch, Tiruvarur as seen from Ext.PEX-24 included in Ext.W25. The letter addressed to the Branch Manager states that the copy of the Charge Sheet and also the confession statement of Revathi are being sent alongwith the letter. There is no evidence as to who has recorded the confession statement or from which place or on which date it was recorded. There is no evidence as to whether such a confession statement was given by Revathi at all. In the absence of examination of Revathi, the maker of the statement or the one who might have recorded the statement there is nothing to show that such a statement has been given at all. The mandate given by the Apex Court in ROOP SINGH NEGI's case that the confession should have been proved has

not been complied with. In the two cases referred to on behalf of the Respondent the confession statements were made by the concerned employees. In the present case the petitioner has not made any confession statement. The Management is trying to rely upon statement allegedly made by a person who has committed the crime of withdrawal of money from the account of customers by removing Pin Mailers and ATM Cards from the Bank. How much value can be given to such a statement even if any was given? As pointed out on behalf of the petitioner the petitioner was not even made an accused in the Criminal Case alongwith Revathi. On the other hand, he was a witness to the prosecution in the said Criminal Case. In such circumstance it would be outrageous to act upon a confession statement, the existence even of which is not established. So the case in Charge No. 2 that the petitioner allowed Revathi to misuse the ATM Cards and facilitated misappropriation of amount is not proved.

21. The petitioner was allotted the duty of custody of ATM Pin Mailers as already referred to. Apart from Ext. PEX-1 included in Ext.W24, there is also the admission on the part of the petitioner in this respect in his statements as well as during his evidence before this Tribunal. Ext.W3 is the letter written by the petitioner to the Regional Manager. He has stated in this that the work of delivery of Pin Mailers was allotted to him. There is no case for the petitioner that the Pin Mailers used for withdrawing amount from the account of different customers were not under his custody. PEX-2 included in Ext.W24 is copy of ATM Pin Mailer Register from 12.08.2009 after the duty was entrusted with the petitioner. The procedure for maintaining the Pin Mailers and also ATM Cards has been explained in the Counter Statement filed by the Respondents. It is stated in this that the Bank is expected to maintain absolute confidentiality in handling the ATM Cards and Pin Mailers and the system is devised in such a manner that the Pin Mailer and ATM Card will not go together to the same hand and will not go together at the same time. During his examination before this Tribunal the petitioner has admitted that this procedure detailed in the Counter Statement is correct. So it is apparent that once custody of Pin Mailers is given to the petitioner it is his duty to maintain the confidentiality of these Pin Mailers. It is a fact that these Pin Mailers were removed when they were in the custody of the petitioner. The petitioner cannot absolve himself from the responsibility by putting the responsibility on the Branch Manager or some others. When he is well aware of the procedures it was for him to see that the confidentiality of the Pin Mailers is maintained. In so far as he was not able to discharge the responsibility put on him properly by enabling others to remove the Pin Mailers and misuse them it is certainly negligence on the part of the petitioner. If he had kept the Pin Mailers properly it would not have been possible for another to withdraw amount from the account of the customers even if ATM Cards were available. So to this extent the petitioner is guilty.

22. As could be seen from the documents produced, it is not for the first time that the petitioner had been negligent in his duty. Ext.M1 to Ext.M6 are proof of this. Ext.M1 is the Charge Memo issued to the petitioner in 2004 for keeping the gate adjacent to the Strong Room unlocked resulting in loss of ornaments pledged with the Bank and thus causing loss of Rs. 50,000/- to the Bank. Ext.M3 is the order of punishment of censure given to the petitioner. Ext.M4 is another Charge Memo to the effect that while working as Single Window Operator (SWO) he posted a cheque although the account did not have sufficient funds resulting in creation of an unauthorized overdraft, etc. Ext.M6 is the order of punishment of stoppage of increment for a period of six months to the petitioner.

23. Having been found that a part of the charge against the petitioner is established, what is the punishment due to the petitioner? The punishment of dismissal has been imposed on the petitioner by the Management on the basis that both charges against him are proved. Is the same punishment to be maintained or is he entitled to some concession? The counsel for the Respondent has referred to the recent decision of the Apex Court in State Bank of Patiala Vs. The General Secretary, Staff Union and Others reported in 2016 LLR 1121 in support of his argument that the petitioner is entitled to the major punishment of dismissal from service itself. In the above decision the Apex Court has stated that any act on the part of the workman adversely affecting the interests of the Bank is nothing but a gross negligence on his part justifying major punishment of dismissal from service.

24. In the above case the concerned workman who was entrusted with the task of watching a godown, the stock of which was pledged to the Bank of which he was the employee had allowed the owner of the godown to take away the goods on the understanding that he would replace the goods after some time. The goods were later replaced but they were of inferior quality. In the above case, the employee was cheating its own employer and it is a graver offence. The petitioner herein has been negligent only and that is exactly why he was not made an accused in the Criminal Case. There is the fact that the ATM Cards also were not kept in proper custody and it was because of this the actual offender was able to get both ATM Cards and Pin Mailers, the two essentials necessary for withdrawing amounts through ATM machines. So the responsibility for causing loss to the Bank by negligence goes to others as well. The part of the Branch Manager who is the authority to administer things properly could not be ignored. When these aspects are taken into account, the petitioner is entitled to some concession in the matter of punishment. At the same time there cannot be too much leniency considering his past history of negligence as well. Compulsory Retirement from service will be due punishment to the petitioner.

25. Accordingly, an Award is passed as below:

The punishment of dismissal from service imposed on the petitioner is set aside.

The punishment of Compulsory Retirement from service with superannuation benefits is imposed on the petitioner.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 10th January, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri V. Anbumani

For the 2nd Party/Management : None

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	01.08.2002	Xerox copy of letter enclosing Memorandum of Settlement on Disciplinary action procedure for Workmen
Ext.W2	26.11.2009	Xerox copy of suspension order issued to the petitioner
Ext.W3	03.02.2010	Xerox copy of letter from petitioner to the Regional Manager of the Respondent Bank
Ext.W4	25.08.2010	Xerox copy of memo issued by the Regional Manager of the Respondent Bank to the petitioner
Ext.W5	13.09.2010	Xerox copy of reply given by the petitioner to the Regional Manager of the Respondent Bank to the petitioner
Ext.W6	15.12.2010	Xerox copy of Charge Sheet issued to the petitioner
Ext.W7	06.01.2011	Xerox copy of letter from petitioner to the Assistant General Manager of the Respondent Bank
Ext.W8	06.01.2011	Xerox copy of letter from petitioner to the Branch Manager, Mannargudi Branch of the Respondent Bank
Ext.W9	18.01.2011	Xerox copy of letter from Assistant General Manager of the Respondent Bank to the petitioner
Ext.W10	28.01.2011	Xerox copy of letter from petitioner to the Assistant General Manager of the Respondent Bank
Ext.W11	25.02.2011	Xerox copy of letter from Assistant General Manager of the Respondent Bank to the petitioner appointing Enquiry Officer
Ext.W12	29.04.2011 to 14.02.2012	Xerox copy of enquiry proceedings
Ext.W13	16.04.2012	Xerox copy of defence brief submitted by the petitioner before the Enquiry Officer
Ext.W14	15.05.2012	Xerox copy of Enquiry Officer's report
Ext.W15	10.05.2012	Xerox copy of Enquiry Officer's report
Ext.W16	05.06.2012	Xerox copy of reply given by the petitioner attacking the Enquiry Officer's report
Ext.W17	29.08.2012	Xerox copy of letter issued by the Disciplinary Authority proposing punishment
Ext.W18	18.09.2012	Xerox copy of proceedings of personal hearing before the Disciplinary Authority

Ext.W19	25.09.2012	the final order issued by the Disciplinary Authority imposing punishment
Ext.W20	20.11.2012	Xerox copy of the appeal preferred before the Appellate Authority of the Respondent Bank
Ext.W21	14.06.2013	Xerox copy of oral submissions made before the Appellate Authority by the petitioner
Ext.W22	30.11.2013	Xerox copy of the letter of the Appellate Authority enclosing order of Appellate Authority
Ext.W23	30.11.2013	Xerox copy of the order of the Appellate Authority rejecting the appeal
Ext.W24	xxxx	Prosecution Exhibits marked in the enquiry
Ext.W25	xxxx	Defence Exhibits marked in the enquiry

On the Management's side

Ex.No.	Date	Description
Ext.M1	19.02.2004	Charge Memo to the petitioner – Dis/Con/410
Ext.M2	17.04.2004	Explanation of the petitioner
Ext.M3	18.05.2004	Punishment of censure to petitioner – Dis/Con/89 24.11.2009
Ext.M4	31.01.2005	Charge Memo issued to petitioner – Try/Dis/Con/412
Ext.M5	22.02.2005	Explanation of petitioner to the Show Cause Notice dated 31.01.2005
Ext.M6	21.05.2005	Punishment awarded to petitioner – stoppage of increment for a period of 6 months –ZO/TRY/DIS/CON/128
Ext.M7	2009	Copy of Leave Record of Petitioner for the period 2009-PEX-26
Ext.M8	24.02.2012	Prosecution brief submitted by the Presenting Officer to the Enquiry Officer and with a list of prosecution exhibits marked in the enquiry

नई दिल्ली, 18 मई, 2017

का.आ. 1320.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 9/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.05.2017 को प्राप्त हुआ था।

[सं. एल-12025/01/2017-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 18th May, 2017

S.O. 1320.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 9/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 18.05.2017.

[No. L-12025/01/2017-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Friday, the 30th December, 2016

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 9/2016

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of State Bank of India and Another and their workman]

BETWEEN :

Sri A. Ramamoorthi : 1st Party/Petitioner

AND

1. The Dy. General Manager (B&O) : 2nd Party/1st Respondent
 Appellate Authority
 State Bank of India
 Human Resources Section, Network-II
 Administrative Office, Madurai Cluster
 Maduram Complex
 No. 2, Dr. Ambedkar Road
 Madurai-625002

2. The Regional Manager (RBO IV) : 2nd Party/2nd Respondent
 Disciplinary Authority, State Bank of India
 Madurai-625002

AWARD

This is an Industrial Dispute taken for adjudication on the file under Sub-Section 2A of Section-10 of the Industrial Disputes Act, 1947 (as amended by Act-24 of 2010 w.e.f. 15.09.2010).

1. The averments in the Claim Statement in brief are as below :

The petitioner joined the services of the Respondent Bank on 17.11.1988. He had been working as Special Assistant in Thallakulam Branch of the Respondent Bank. On 11.01.2014 he came to the administrative office of Bank of Madura to make enquiry regarding the non-distribution of the Special Allowance due to him and regarding the discriminatory treatment in transferring him to another branch. He came to know that Rajendran was in the room of Deputy Manager. Rajendran informed him that the Chief Manager (Personnel & HR) had asked him to wait for a letter and only after getting the letter he can go home. The petitioner and Mylerinathan waited outside. The Officers of the Respondent Bank requested the petitioner and Mylerinathan to stay alongwith Rajendran as he was on fast in connection with a festival. The Respondent Bank had issued a Charge Memo containing six charges to the petitioner on 21.03.2014. As per the Charge Memo the petitioner had participated in sit in Dharna alongwith Rajendran and Mylerinathan within the premises of Administrative Office, Madurai from 02.30 PM on 11.01.2014 to 11:00 AM on the next day. It is also alleged in the Charge Memo that the Officers had instructed the petitioner and other participants of the Dharna to leave the premises but they continued to hold sit in Dharna forcing the officials to be held up in the office premises till 11:00 AM on the next day. It is also alleged that the petitioner demanded Attendance Register to enable Rajendran to sign the same and also demanded modification in the letter given to Rajendran and this resulted in retention of officials in the Bank till the next day. It is also alleged that the incident was published by the newspapers and telecast by a Television Channel causing loss of image and reputation to Bank. The petitioner is also alleged to have brought outsiders to the premises of Administrative Office and forced the Bank authorities to the requirement of permitting Rajendran to rejoin duty in the Administrative Office at Madurai. The Charge Memo states that the petitioner has committed misconduct under Paragraphs 5(C), 5 (D), 5(E), 5 (J) and 5(L) of the settlement dated 10.04.2002. The petitioner gave explanation to the Charge Memo denying the charges. This was not accepted and an enquiry was conducted against the petitioner. The Enquiry Officer held that all the six charges are proved. The Second Respondent dismissed the petitioner from service by order dated 09.05.2015, on the basis of the report of the Enquiry Officer. The Appeal filed by the petitioner was rejected. The petitioner had not committed any of the misconducts alleged. Rajendran, Senior Assistant working in the Administrative Office, Madurai was transferred to Lady Dock College Branch. Rajendran approached the Hon'ble High Court questioning the order of transfer and obtained an interim order to maintain status-quo. On 11.01.2014 Rajendran had approached the Bank to join duty on the basis of the order of the High Court. However, he was prevented from signing the Attendance Register. The petitioner had gone to the Administrative Unit of the Respondent Bank at Madurai for his personal purpose. The issue regarding Rajendran was being considered by the Office and the Deputy General Manager and the Chief Manager (HR) requested the petitioner to remain in the Administrative Unit to take care of Rajendran as he was weak owing to the fast he was undergoing. The petitioner did not participate in the issue in any manner. There was no Dharna as alleged in the Charge Memo and so there was no question of the petitioner participating in the Dharna. The petitioner had not committed any

of the misconducts alleged. The enquiry was not conducted in a fair and proper manner. The dismissal of the petitioner from service is illegal and unjust. An order may be passed setting aside the order of dismissal of the petitioner and directing the Respondent to reinstate the petitioner with full backwages, continuity of service and attendant benefits.

2. The Respondents have filed Counter Statement contending as below:

The Respondent Bank is having an Administrative Office at Ambedkar Road, Madurai. K. Rajendran who was working as Senior Assistant in the Administrative Office was transferred to a nearby branch situated at Lady Dock College, Madurai. On 11.01.2014 by 02:30 PM he, alongwith Mylerinathan and the petitioner indulged in unauthorized sit-in Dharna which lasted till 11:00 AM on 12.01.2014. Though the Chief Manager (HR) and other officials of the Administrative Office instructed the petitioner and the other two employees to leave the place and not indulge in disorderly conduct, they continued to hold sit-in Dharna in Office. During the Dharna the petitioner demanded production of Attendance Register relating to Administrative Office from the officials so as to enable Rajendran to sign the register. When Rajendran sought for some clarification in the order of transfer and it was furnished to him the petitioner pressurized and demanded modification in the written clarification. This resulted in the detention of officials in the office premises from 02:30 PM on 11.01.2014 to the next day. The officials had to lodge a criminal complaint with the Police authorities. These incidents were published in the Tamil Newspaper Dinamalar. A private television channel also aired the incident. This caused loss of image and reputation to the Bank. On 12.01.2014 the petitioner arranged to bring outsiders to the Administrative Office and abetted them to force the bank authorities to permit Rajendran to rejoin duty at the Administrative Office. A Charge Sheet was issued to the petitioner in respect of the misconducts committed by him. As the explanation submitted by him was not satisfactory, a domestic enquiry was conducted. The enquiry was conducted in a fair and proper manner. The Enquiry Officer submitted report holding that the petitioner was guilty of all the charges leveled against him. The petitioner's submissions were sought on the enquiry report. This having been found unsatisfactory he was dismissed from service by order dated 07.08.2015. The appeal filed against this order was also dismissed. The petitioner's version of the incident narrated in the Claim Statement is not true. The grave misconducts committed by the petitioner warrant punishment of dismissal from service. The petitioner is not entitled to any relief.

3. Though the petitioner has contended in the Claim Statement that enquiry in the departmental proceedings had not been conducted in a fair and proper manner, subsequently, the counsel for the petitioner has given up this contention and has made endorsement to the effect that the challenge on the fairness of enquiry is not pressed. So there is no necessity to consider this contention by this Tribunal.

4. The evidence in the case consists of documents marked as Ext.W1 to Ext.W4 and Ext.M1 to Ext.M12. No oral evidence was adduced by either side.

5. **The points for consideration are :**

- (i) Whether the action of the Respondents in dismissing the petitioner from service is justified?
- (ii) What, if any is the relief to which the petitioner is entitled?

The Points

6. The petitioner had been working as Special Assistant in Thallakulam Branch of the State Bank of India. He was under orders of transfer to Natham Branch when the incident relating to the issue of the Charge Memo occurred.

7. The incident mainly relates to one K. Rajendran who was working in the Administrative Office at Madurai. On 11.01.2014 Rajendran had reached the Administrative Office armed with an interim order to maintain status-quo obtained from the Hon'ble High Court against his transfer. It is alleged that Rajendran had demanded to permit him to sign attendance register or a letter from the Administrative Office and had repeatedly demanded modification of the letter and this has resulted in the retention of the Officers on 11.01.2014 which was a Saturday beyond the Office hour of 02:30 PM and lasted till morning of the next day. The allegation seems to be that Rajendran, one Mylerinathan and also the petitioner held a sit-in Dharna in the Administrative Office to pressurize the officials to obtain the letter in the manner in which they wanted it and in the meanwhile brought persons from outside to office and used them also to pressurize officials and the incident was published by newspapers and telecasted by television channel resulting in loss of reputation to the Bank.

8. The alleged incident was split and shown as six charges against the petitioner. Ext.M1 is the copy of the Charge Sheet issued to the petitioner on 21.03.2014. Ext.M2 is the explanation submitted by him to the charges on 11.04.2014. This was not accepted and a domestic enquiry was conducted against the petitioner. All the six charges narrated in the Charge Sheet were found against the petitioner by the Enquiry Officer consequent to which he was dismissed from service.

9. The petitioner has not denied his presence in the Administrative Office alongwith Rajendran on the day in question. His explanation for his presence is that he himself had come to the Administrative Office to enquire about his

own transfer and also about the Special Allowance due to him. It was only from the Administrative Office he happened to know about the presence of Rajendran in the Administrative Office and his attempt to join duty in the office on the basis of High Court order. According to the petitioner when there was delay in the office issuing a letter to Rajendran the Officers themselves asked the petitioner to be with Rajendran so as to take care of him as he was weak on account of the fast undertaken by him on the particular day which was a festival day.

10. In the domestic enquiry the Management had examined 10 witnesses, all officers and other employees of the Bank. The statement of these witnesses recorded during investigation were marked during the examination. The petitioner had examined Rajendran as his witness.

11. It is necessary to examine the evidence given by the witnesses before the Enquiry Officer to find out what actually transpired on the day in question. Kumaravelu, CM (GB) has given a statement regarding the incident and this is marked as PX4. As per the statement of this witness Rajendran had approached him on 11.01.2014 and had requested to cancel his leave on that day and allow him to report for duty. Rajendran has also given a copy of the Stay Order obtained from the High Court. This has happened in the morning. He has further stated that by 02:30 PM Rajendran had entered his room accompanied by two persons and they were sitting in his room for half an hour. He does not refer to the petitioner by name in the statement. During his examination he has named the petitioner and Mylerinathan as the persons who had accompanied Rajendran when Rajendran met him at 02:30 PM. Since the case of the petitioner is that he left the office for his personal matter this witness was specifically asked if the petitioner had told him that he had come on account of his personal matter and the witness has replied that the petitioner had not told him so. He further stated during his examination that he had to sit in the office until 0800 PM on the day as the petitioner, alongwith two others were sitting outside the cabin of DGM. During cross-examination this witness stated that he does not remember if the petitioner and Rajendran were in the cabin of DGM on the day. He stated that he was in duty in the office till 0800 PM.

12. Shanmugham, the Chief Manager (HR) was in the office from the morning and was there throughout till the next day when Rajendran, the petitioner and their colleague left. PEX-2 is the statement given by him and marked through him. He has spoken about the incident from 10:30 in the morning onwards. He has stated that the DGM had told him about the letters that were given to him by Rajendran alongwith the copy of the order of the High Court. He has stated in the statement that alongwith Rajendran, the petitioner and Mylerinathan were part of the sit-in Dharna in the office. While describing the details he has stated that he was told by the Security Officer at around 04:00 PM that the petitioner and Mylerinathan also were sitting at the entrance of the DGM's cabin. He has further stated that when Rajendran refused to accept the letter that was given he had requested the petitioner and Mylerinathan to convince Rajendran to accept the letter but instead of doing this they have also requested him to give letter to Rajendran in the manner he wanted it. He has stated about the complaint given by the Bank when the matter prolonged, coming of the outsiders inside the premises, video graphing of the incidents by the channels etc. During his examination also he has stated that the petitioner and Mylerinathan also participated in the sit-in Dharna and the demand was to sign the Attendance Register of 11.01.2014 or a letter to be given. He further stated that the letter was modified four times as insisted by Rajendran. He has also stated that when persuasions failed himself and DGM have asked Rajendran, the petitioner and Mylerinathan to leave the office. He has also stated that the petitioner had not told him that he had come to the office only for his personal work. He then stated that he was held up at the office on the next day till 11:30 AM on account of sit-in Dharna by the three employees. During cross-examination this witness has stated that even though the petitioner and the other two were repeatedly requested to leave the premises they stayed back and this itself is staging Dharna. During cross-examination also he had stated that he had requested the petitioner to convince Rajendran to accept the letter that was given to him.

13. Mahalingam who is the Deputy Manager at the Administrative Office was at the office from morning onwards. His statement is marked as PEX-6 in the enquiry proceedings. He has stated about Rajendran approaching him and meeting him in the morning. Then he has stated that by 02:00 PM he has come alongwith petitioner and Mylerinathan to his room and wanted to meet the DGM. The DGM had left for lunch and they came back at 03:30 PM. Rajendran wanted to permit him to mark his attendance in the register or to give him a letter. He has further stated that the DGM came back by 04:30 PM and had asked Rajendran and the other to leave the premises. However, they refused to leave. Mahalingam also requested them to leave his room as he wanted to lock the room. But they refused to leave the office. Rajendran told him that he would wait till a solution is reached. All the three were waiting in his room till 09:30 PM. The petitioner and Mylerinathan have taken the food that was arranged by the Bank. Rajendran is stated to have been on fast. When the DGM called them the three went out of Mahalingam's room and then he locked the room. However, he remained at the office till 04:00 AM on the next day. During his examination he has asserted the facts in the statement. During his cross-examination he stated that he saw the petitioner for the first time when he came alongwith Rajendran by 02:00 PM on 11.01.2014. He further stated that he did not know for what purpose the petitioner had come but he had wanted to meet DGM. However, the petitioner did not make any demand to him. He further stated that he had to remain at the office because of the act of the petitioner.

14. Chidambara Jeevanandham, Manager (PB) and was working as Deputy Manager (OAD) at the time and his statement is marked as PEX-5. He has stated that Rajendran had reported to him by 11:00 AM on 11.01.2014 alongwith Mylerinathan. He was in the office till 03:15 PM on the day only. He has not stated anything about the presence of the petitioner in the office, in his statement. There is no reference to the petitioner during his examination also. To a pointed question during cross-examination he has stated that he did not see the petitioner at all on the day. Later he had stated that he had seen the petitioner and two others sitting in the room near the cabin of DGM by 03:30 PM on the day. So it seems that though there was no meeting of himself and the petitioner on the day he had seen the petitioner alongwith the other two.

15. Karthikeyan Venkatesan, Manager (HR) had given statement which is marked as PEX-3 in the enquiry proceedings. As per the statement on 11.01.2014 the Chief Manager had informed him that Rajendran, petitioner and Mylerinathan have refused to leave the office until Rajendran is permitted to sign the Attendance Register or receive a letter to that effect. He has stated that Rajendran was given a letter but he has disputed the contents of the letter and wanted modification and negotiation was held with him till 11:30 PM and this failed. Consequently, Rajendran was requested to leave the office alongwith others but they have refused to do so and even asked to lodge a Police Complaint. The three have remained in the office premises till 11:00 AM on 12.01.2014, until Rajendran received a letter in the manner he wanted it. During his examination this witness has stated that the petitioner and two others held sit-in Dharna with the demand that Rajendran should be permitted to sign the Attendance Register or given a letter by DGM as per their terms. He further stated that in spite of persuasion they refused to leave the office. During his cross-examination this witness has stated that the petitioner did not make any demand to him while the three were with him.

16. Senthil Kumar was the District Coordinator of the Bank and was present at the office on the day in question. His written statement is marked as PEX-7. His evidence is regarding what transpired on the day from 0700 PM. In his statement he has stated that the Manager (HR) had asked him to wait at the Bank premises at 0700 PM and at that time the petitioner, Rajendran and Mylerinathan have been discussing about a letter which has been served to Rajendran. He has further stated that Rajendran had read the letter and refused to accept the letter and made a demand to alter the letter and consequently some change was made in the contents of the letter and was served to him but he refused to accept this also and thus change had to be made to the letter on 3 or 4 occasions. Implicating the petitioner he has stated that Rajendran and his friends have refused to leave the premises until their demand was met. According to this witness he was able to leave the office only at midnight on account of the incident. Though there is no reference to a sit-in Dharna in Ext.P7 statement, during his examination, to a leading question put by the Presenting Officer he stated that the petitioner and Mylerinathan participated in the sit-in Dharna alongwith Rajendran. This witness further stated that the DGM and Others have advised Rajendran and his two accomplices to leave the office at 11:30 PM but they had failed to do so. He has stated during his cross-examination that he has remained in the office as the Manager (HR) and the Deputy Manager (OAD) had asked him to witness the occurrence.

17. Sajith Krishnan was Manager (Security) in the Administrative Office at the time. His statement is marked as Ext.PEX-1. He has stated that the three persons including the petitioner were found sitting in the lobby of DGM's office from 02:30 PM on 11.01.2014 and were not willing to move out. He has further stated that several Officers including himself had persuaded them to leave the office but they were not willing to do so. He had also stated about the Police Complaint made at the odd hours and the effort of the Police Party also to persuade the three to leave the office. Ultimately, only when Rajendran received a letter to his liking the three including the petitioner left the premises on the next day, he has stated. He has asserted his version in the statement during his examination also.

18. Gunasekaran and Kasimani are Armed Guards. Their statements are marked as PEX-10 and PEX-9 respectively. Gunasekaran was called for duty on the night of 11.01.2014. He has reported for duty by 05:00 AM on 12.01.2014. He was asked not to permit anyone to enter the Administrative Office. He has spoken about the gathering in front of the office gate on the morning of 12.01.2014. The Police Officers had reached the office premises by 09:00 AM on the day. He had merely seen the petitioner and two others leaving the premises by 11:00 AM on 12.01.2014. He has not spoken anything about what transpired inside the office.

19. Kasimani who was on duty on 11.01.2014 had left the office at 0600 PM on the day. He was called back at 0800 PM and had reported for duty again. He had seen the petitioner and the other two inside the office. He had also stated that the Police Officer who came at 11:00 PM had asked the petitioner and others to go out but Rajendran had told him that it is matter between the Manager and themselves and it will be resolved among themselves. Kasimani was in the office till 0700 AM on the next day. He has stated that the petitioner and two others were still in the office when he left the office.

20. Rajendran has been examined as witness for the petitioner in the enquiry proceedings. He has stated in his examination that his transfer from the Administrative Office was not a proper one and he had approached the Hon'ble High Court and had obtained an order of status quo and had reached the Zonal Office on 11.01.2014 to join duty. He was not permitted to sign the Attendance Register though he was allowed to occupy his seat. According to him the petitioner had come to him by 12:00 or 1230 on the day. He was fasting till night on the day and because of this the

DGM had asked the petitioner to take care of him. His case is that it was only to take care of him the petitioner had remained in the office on the day.

21. Is the evidence available sufficient to establish the case of the Management and prove the charges in Ex.M1? It is nobody's case that the petitioner has been in the office premises from morning onwards. The admitted case is that Rajendran and his colleague Mylerinathan had reached the office in the morning itself and made a request to allow him to join duty and sign the Attendance Register. The petitioner had reached the premises only by noon. Even as per the evidence given by Rajendran examined on behalf of the petitioner he had reached there by 12:00 Noon. None of the Management witnesses have stated anything about seeing the petitioner alongwith Rajendran and Mylerinathan in the morning itself. On the other hand the case is that the Dharna in the office premises by Rajendran and his two accomplices including the petitioner started at 02:30 PM. So when Rajendran had been approaching the higher officials in the office with a request to permit him to join duty the petitioner was not there and the petitioner could not be considered as a accomplice or to have anything to do with this in the morning. It is very much clear that the petitioner had nothing to do with the decision of Rajendran to go to the office and join duty on the basis of the status-quo order obtained from the High Court.

22. The case of he petitioner given in his explanations and narrated in the Claim Statement is that he had gone to the Administrative Office with his personal problems. However, the witnesses examined on behalf of the Management has denied the case of the petitioner that he has advanced any of his personal matters before any of them. They have specifically stated that the petitioner did not tell them anything about his personal problems.

23. It is an admitted fact that at least from 02:30 PM the petitioner was with Rajendran and with his colleague. According to the petitioner one of the superior Officer had instructed him to be with Rajendran at the office since Rajendran had been on fast on the day and they were afraid of his health on account of the fast. The case in the Claim Statement is that though the petitioner was with Rajendran throughout from noon on 11.01.2014 to 11:00 AM on the next day until the problem was solved he had nothing to do with the affair of Rajendran but he kept company with Rajendran only because of the instruction given by one of his superior Officers. However, the petitioner himself did not give evidence to advance this case. Other than Rajendran examined on behalf of the petitioner no one has stated about the so-called instruction given to the petitioner. It is unlikely that the bank officials had given such an instruction to the petitioner at all. Even according to the petitioner he had nothing to do with the decision of Rajendran to join duty on the day and persuade the Officers to permit him to sign the Attendance Register or to give a letter on the basis of the order of the High Court. Rajendran himself had come to the Office to join duty in spite of the fast and should have been very much capable of taking care of himself. In any case his colleague by name Mylerinathan was alongwith Rajendran from morning itself. So there was no necessity for another companion to take care of Rajendran or to assist him. Even assuming that the petitioner reached the premises on his personal affairs he had kept company with Rajendran after he came to know about the decision of Rajendran to join duty on the day.

24. However, the fact that the petitioner was with Rajendran all along does not mean all the misconducts attributed to him as per the Charge Sheet were committed by him. As stated the incident had been split into several and six charges have been leveled against the petitioner. Charges 3 to 6 can be dealt with first.

25. Charge No. 3 is that during participation in the sit-in Dharna the petitioner in a disorderly and indecent manner demanded production of Attendance Register relating to Office Administration Section from the officials in order to enable Rajendran to sign the same by deliberately misinterpreting the order of the High Court and thus he made a false statement and also abetted the other staff members present in the Dharna to engage forcefully against the officials present. It is not clear from the charge whether the misconduct committed is that he made a false statement or whether he demanded production of Attendance Register also. So far as the charge that the petitioner demanded production of Attendance Register from the officials is concerned, none of the witnesses had stated that the petitioner in person made any such demand. The case in the statements of the witnesses and their evidence also is that demand was made by Rajendran to allow him to sign the Attendance Register or to give him a letter on the basis of the High Court order. So far as the charge of making a false statement is concerned, it could not be deciphered what is the false statement that was made. Rajendran had given a copy of the High Court order to the concerned officials and his demand was to allow him to join duty on the basis of the order. Rajendran seems to have interpreted the interim order to maintain status quo by the High Court as an order permitting him to join duty. Whether this was correct or not was a matter for interpretation and it was because the officials have interpreted it in such a way as not to allow Rajendran to sign the Attendance Register he was not permitted to do so. There was no question of making a false statement in this respect. Apart from that none of the witnesses have stated that the petitioner had given an interpretation which is a misinterpretation to the officials.

26. The fourth charge is that when a written clarification was demanded by Rajendran relating to his transfer the petitioner alongwith Mylerinathan pressurized and repeatedly demanded modification in the written clarification provided to Rajendran resulting in detention of officials of the Bank in the office premise for an indefinite period on a

half working day followed by weekly holiday resulting in harassment and mental agony to the officials. None of the witnesses have stated that the petitioner in person pressurized the officials to modify the letter. No doubt the petitioner was all along with Rajendran when he was asking the officials to have the letter modified in the manner in which he wanted it. But the petitioner himself did not make any such demand. On the other hand, the evidence of two of the Management witnesses is that they made a request to the petitioner to persuade Rajendran to accept the letter given to him. They have of course stated that the petitioner did not do so. However, the petitioner rather than being with Rajendran does not seem to have made any personal demand to the officials to have the letter modified.

27. The fifth charge is that the petitioner forced the bank authorities to lodge a criminal complaint with the Police authorities on 12.01.2014 and the incidents portrayed the image of the bank poorly in the eyes of the general public and the customers and found coverage in the newspapers and also in the TV channels and this has caused loss of image and reputation to the Bank. A criminal complaint seems to have been filed by the bank authorities regarding the incident. One of the witnesses have even stated that Rajendran was asking them to lodge a complaint when they were persuading him to leave the office premises. However, there is no case for any of the witnesses that the petitioner is in any way instrumental in lodging a criminal complaint. Even assuming that such a complaint was lodged at the instance of Rajendran the petitioner could not be responsible for the coverage of the incident by the newspaper or the TV channels. So there is no basis for the charge that the petitioner is responsible for the loss of image and reputation to the bank also.

28. The last charge is that the petitioner arranged to bring outsiders to the premises of the Administrative Office on 12.01.2014 and abetted those outsiders to force the bank authorities to agree to the requirement of permitting Rajendran to rejoin duty. There is no basis for this charge against the petitioner also. None of the witnesses have stated that the petitioner is responsible for bringing outsiders to the bank premises. There is no evidence to show that the petitioner contacted anybody or summoned anybody to the office premises during the incident. Of course it is there in evidence that on the morning of 12.01.2014 outsiders have reached the premises. However, there is no evidence of its having been at the instance of the petitioner. On the other hand the available evidence would show that Rajendran was contracting others through mobile phone during the incident. He had requested for a Doctor stating that he is ill and this was arranged. Alongwith the doctor a lawyer who was her husband also had come to the place. Others also had reached the place, as could be seen from the statements. Karthikeya Venkatesan, one of the witnesses of the Management has stated in his statement that in the morning of 12.01.2014 around 20 people were found shouting and arguing with the guards and the Security Officer outside the entrance. It is also stated that those people went away after Rajendran spoke to them.

29. A copy of bulletin published by State Bank of India SC/Tribes Employees Welfare Association has been produced by the Management in the enquiry proceedings. A translation of the bulletin which is in Tamil has been provided. The bulletin claims the act of Rajendran in getting a letter from the Management as he required as a great victory of the Association. In this bulletin there is reference to Rajendran contacting the General Secretary of the Association before 09:00 PM on 11.01.2014. The bulletin refers to all the arrangements that were made by the Association during the incident. There is no reference to the petitioner at all in the bulletin. The entire doing of the day is associated with Rajendran only. It seems to have been at the request of Rajendran people have gathered outside the premises on 12.01.2014. The petitioner could not be made responsible for the presence of outsiders outside the office premises on 12.01.2014.

30. Charges 1 and 2 can be considered together. The first charge is that while the petitioner was availing joining time on account of his transfer he participated in an unauthorized sit-in Dharna alongwith Rajendran and Mylerinathan from 02:30 PM on 11.01.2014 to around 11:00 on 12.01.2014 and acted in a manner prejudicial to the interests of the Bank. The second charge is that when the officials team led by the Chief Manager instructed the petitioner and other participants in the sit-in Dharna to leave the premises of Administrative Office, he continued to hold sit-in Dharna even beyond 23:30 hrs. on 11.01.2014 and forced the officials to be held up in the official premises throughout the night of 11.01.2014 and till 11:00 AM on 12.01.2014 and by this showed dissent against the superiors and also disobeyed the lawful and reasonable orders of the Management.

31. Was there a sit-in Dharna as alleged in the Charge Sheet? What is the evidence available in this respect? In his statement marked as PEX-1 Sajith Krishnan does not mention about the sit-in Dharna. What he has stated is that even after the office hours the three employees including the petitioner were not willing to move out from the lobby. He has also stated that the efforts to convince the three people started in the evening and continued till the next day. During his examination what he has stated is that the three were sitting in DGM's lobby even after office hours and the officials were trying to convince them to leave the office. Witness Shanmugham has stated in his statement marked as PEX-2 that the petitioner was part of sit-in Dharna. However, what is seen from the statement of this witness itself is that the petitioner and the other two were moving from place to place inside the office either on their own or at the instance of the superior Officers. Rajendran was frequently going outside and talking over his mobile phone. While Rajendran was speaking with this witness the petitioner and Mylerinathan were standing at the western side of the wall in the cabin. Rajendran himself was sitting before him. As per PEX-3, the statement given by Karthikeya Venkatesan there is no

reference to a Dharna by the petitioner and others. What he has stated is that while himself and others were preparing to leave the office Rajendran the petitioner and the other were sitting in the DGM Secretariat. However, during his examination when a leading question was put to him he has stated that Dharna was held by Rajendran alongwith the petitioner and another. As seen from PEX-4 the statement given by Kumaravelu, Rajendran had approached him by 10:30 AM or 11:00 AM. Rajendran tried to give a letter to Kumaravelu but he was informed that the matter does not come under his duties. He has left the cabin and he had come back by 02:30 PM accompanied by two persons. The three had been sitting in his office for half an hour. When he went out for lunch they also left. Later he had seen them sitting outside DGM's room. As could be seen in PEX-5 the statement given by Chidambara Jeevanandham, Rajendran was sitting in his own seat upto the lunch time. He does not state what happened subsequently. As seen from PEX-6 given by Mahalingam, the Deputy Manager Rajendran accompanied by the petitioner and Mylerinathan had approached by 02:00 PM requesting to meet the DGM. Since DGM was not available the three went away and came back by 03:30 PM to his room. When DGM came back by 04:30 PM he asked the three to leave the office. He has further stated in his statement though the petitioner and another had been accompanying Rajendran the two did not speak anything. But they were waiting in his room till 09:30 PM. The HR Section Officers had arranged dinner for all including the petitioner and Mylerinathan. When the Deputy Manager told the three that he wanted to lock his room they left the room. Witnesses Senthil Kumar and Samiuddeen Hussain also do not refer to Dharna in their respective statements.

32. What could be seen from the statements and evidence is that on the basis of demand of Rajendran to permit him to sign the Attendance Register or to deliver a letter to him based on the High Court order hectic negotiations were being held between Rajendran and the Officers and they were trying to solve the problem. A Dharna in its strict sense does not seem to have occurred in the office on the day. On the other hand, there seems to have been persuasion on the part of the Rajendran to convince the Officers about his right to join duty and the attempt of the Officers to convince him otherwise.

33. As per Charge No. 2 even though the petitioner and the other two were instructed to leave the premises of the Administrative Office they remained there even beyond 23:30 PM on 11.01.2014 and forced the officials to be held up in the office premises throughout the night and showed dissent against the superiors and also disobeyed the reasonable orders of the Management. It could be seen on going through the evidence that the Officers have been trying to send away Rajendran and his two colleagues out of the office even at the earliest. It is there in evidence that in spite of the requests and persuasion of the Officers they remained inside the office causing difficulty to the Officers and forcing them to stay inside the office. It was only because the three remained in the office several of the Officers had to remain inside the office in their attempt to solve the problem even during odd hours and when the attempt failed were forced to call the Police and later make a formal complaint at the instance of the Police.

34. The evidence and statement given by most of the witnesses would reveal that the petitioner and the other two continued to remain inside the office in spite of the direction to leave the office. In PEX-1 Sajith Krishnan the Security Officer had stated that he has tried to convince the petitioner and others to leave the Administrative Office building but they were not obliging. According to him when the Police came they also requested them to vacate the building but they have refused. Still another attempt was made by the Police officials after a formal complaint was lodged by the Management. Yet it was only refusal on the part of the three including the petitioner. As per PEX-2, Shamugham Chief Manager (HR) had told Rajendran to receive the letter given by him under protest and had asked them to vacate the premises latest by 11:30 PM. He has also stated about the Police persuading the petitioner and the other two to leave the premises and their refusal to do so. He has stated about this during his examination also. As per PEX-3 Karthikeya Venkatesan has stated that he had heard the DGM asking the petitioner and others to leave the premises and the Police also advising them to leave but they have refused. Ext.PEX-6 given by Mahalingam, PEX-7 given by Senthil Kumar and PEX-8 given by Samiuddeen Hussain also stated that the petitioners and others were asked to leave the premises, but they have not obliged. Thus it is very much apparent from the evidence as well as statements marked through the witnesses that efforts were made by Officers to persuade the petitioner and two others to leave the office premises. In spite of that they have remained in the office. The petitioner was staying with Rajendran in his attempt to persuade the officials to give a letter to him as suited him.

35. Saturday was a half working day and the Officers were expected to leave by 02:30 PM. Most of them had to remain inside the office since the petitioner and the other two refused to leave the premises. During cross-examination some of the witnesses have stated that neither the petitioner nor the other two prevented them from leaving the office. On the basis of this it has been argued by the counsel for the petitioner that the charge that the officials were forced to remain inside the office will not lie. This argument certainly cannot be accepted. The officials had to remain inside the office premises at the odd hours only because the petitioner and the other two remained inside the office even after the office hours. In the normal course the three should have waited till the next working day to have the grievance of Rajendran, if any settled. Rather than doing this they continued to remain in the office persuading the officials to solve the problem beyond office hours and at odd hours. So the charge that the petitioner and others refused to leave the

office premises in spite of the request and disobeyed the lawful and reasonable orders of the Management is certainly established.

36. The copy of the CCTV recording at the Administrative Officer on 11.01.2014 and 12.01.2014 had been produced by the petitioner stating that this was marked in the enquiry proceedings. However, the proceedings does not show any CD having been marked. In any case what is revealed from the CCTV recording is very vague and does not indicate anything except that a few persons are moving in and around. This will not serve any purpose.

37. On going through the Enquiry Officer's report it could be seen that the finding entered by him is not on the basis of any reasoning. He has merely quoted the written arguments of either side and stated that each of the charges are proved. He does not seem to have made any attempt to analyze the evidence and find out if the charges are established. He has not made a scrutiny of the evidence at all. The counsel for the Respondent has referred to the decision of the Apex Court in GENERAL MANAGER, PUNJAB AND SIND BANK AND OTHERS VS. DAYA SINGH reported in 2010 11 SCC 233 to argue for the proposition that the finding of the Enquiry Officer need not be like a judgment in a Court of Law. The Apex Court has observed in this that the enquiry report by a Bank Officer need not be written in the manner in which a Judicial Officer would write it. The counsel for the Respondent had been trying to justify the report of the Enquiry Officer on the basis of this observation. However, the Apex Court in the same judgment has stated that the order should be sufficiently clear and should contain the reasons in justification of the conclusion arrived at. What is wrong with the report of the Enquiry Officer is not that it is not written in the manner of a judgment but it does not contain any reasoning in support of his finding. Even earlier in the decision in ANIL KUMAR VS. PRESIDING OFFICER AND OTHERS reported in 1985 3 SCC 378 the Apex Court has laid down that the report of the Enquiry Officer should contain reasons for the findings. He should apply his mind to the evidence before entering his finding. What is lacking in the report in this case is application of mind on the evidence available.

38. The counsel for the petitioner has argued that it is a case of victimization and the petitioner should be totally absolved of all the charges against him. From the evidence it could be seen that it is not a case of victimization. It is the admitted case that the petitioner as well as the other two were inside the office beyond office hours on 11.01.2014 and had remained at the office until 11:00 AM on the next day forcing the Officers to remain inside the office. The charge based on this certainly could not be termed as victimization.

39. Punishment is due to the petitioner for the charge proved against him. The counsel for the Respondent has argued that in cases where there is breach of discipline an employee is not entitled to any concession. He has referred to the decision of the Apex Court in L.K. VERMA VS. HMT LIMITED AND ANOTHER reported in 2006 1 LLJ 1074 and also the decision in USHA BRECO MAZDOOR SANGH VS. MANAGEMENT OF USHA BRECO LIMITED AND ANOTHER reported in 2008 5 SCC 554 in this respect. In both cases the Hon'ble Supreme Court has reminded of the necessity of the employees to maintain discipline and devotion to duty and the necessity to impose sufficient punishment in case of breach of discipline. Those two were cases are where punishment of dismissal from service were imposed on the concerned employees. However, on going through the decisions it could be seen that the charges leveled against those employees were very severe including using abusive language, manhandling, etc.

40. So far as the present case is concerned the proven charge is that the petitioner refused to leave the office in spite of request forcing the officials to remain at the office beyond office hours. The proved charge is of lesser gravity when compared to the charges in the decisions referred to above. Apart from this is the fact the petitioner was only a silent partner of his colleague Rajendran and had not done anything on his own except refusing to leave the premises. There is also the fact that the petitioner had served the Respondent establishment dutifully for several years and there is no history of previous misconduct against him. In the circumstance a lesser punishment would be sufficient for the petitioner rather than the punishment of dismissal from service. The punishment of bringing down to lower stage in the scale of pay would be sufficient

41. In view of my discussion above, an Award is passed as below:

The punishment of dismissal from service on the petitioner is set aside.

The petitioner shall be reinstated in service within two months of publication of the Award.

The petitioner is brought down to the next lower stage in the scale of pay.

The pay due to the petitioner in the lower stage from 09.05.2015 shall be paid to him within two months of publication of the Award. In default it will carry interest at the rate of 7.5% per annum from the date of the Award.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th December, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:For the 1st Party/Petitioner : NoneFor the 2nd Party/1st and 2nd Management : None**Documents Marked:****On the petitioner's side**

Ex.No.	Date	Description
Ext.W1	24.02.2014	Show Cause notice issued by the Respondent Bank
Ext.W2	11.03.2014	Explanation to the Show Cause Notice
Ext.W3	19.12.2014	Brief submitted by the petitioner's Defence Representative to the Enquiry Officer
Ext.W4	27.04.2015	Written Statement given in the personal hearing

On the Management's side

Ex.No.	Date	Description
Ext.M1	21.03.2014	Copy of Charge Sheet issued to petitioner
Ext.M2	11.04.2014	Explanation submitted by Petitioner
Ext.M3	02.06.2014 To 09.09.2014	Enquiry Proceedings
Ext.M4	21.07.2014	List of 15 documents filed by Management Representative in the enquiry held against the petitioner
Ext.M5	27.01.2015	Report of the Enquiry Officer
Ext.M6	14.02.2015	Letter from Respondent to Petitioner enclosing findings of the Enquiry Officer
Ext.M7	27.04.2015	Proceedings of the personal hearing
Ext.M8	09.05.2015	Order of dismissal issued to petitioner
Ext.M9	22.06.2015	Copy of Appeal filed by petitioner
Ext.M10	07.08.2015	Order of Respondent rejecting the appeal filed by petitioner
Ext.M11	09.03.2015	Reply by the petitioner on Enquiry Officer's report
Ext.M12	28.03.2015	Respondent's letter to petitioner proposing punishment and affording personal hearing.

नई दिल्ली, 18 मई, 2017

का.आ. 1321.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दी साउथ इंडियन बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 108/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/66/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 18th May, 2017

S.O. 1321.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 108/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of The South Indian Bank Ltd. and their workmen, received by the Central Government on 18.05.2017.

[No. L-12012/66/2015-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAIFriday, the 16th September, 2016

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 108/2015

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of South Indian Bank and their workman)

BETWEEN :Sri T. Shanmugasundaram : 1st Party/Petitioner**AND**The General Manager : 2nd Party/Respondent
The South Indian Bank Ltd.
Head Office, SIB House
Mission Quarters, T.B. Road
Trichur-680001**Appearance :**For the 1st Party/Petitioner : M/s. R. Sankarasubbu, AdvocatesFor the 2nd Party/Respondent : M/s. T.S. Gopalan & Co., Advocates**AWARD**

The Central Government, Ministry of Labour & Employment vide its Order No. L-12012/66/2015-IR (B.I) dated 03.07.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the dismissal of Sri T. Shanmugasundaram by the Management of South Indian Bank is justified or not? If not, to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 108/2015 issued notices to both sides. Both sides have entered appearance through their counsel and filed Claim and Counter Statement respectively.

3. The counsel for the petitioner has advanced a contention orally that the dispute is not an industrial dispute. In view of this the case was posted for giving up the dispute to enable the petitioner to approach the forum which he considers as the proper one. Thereafter, the petitioner had sought time but he had not made any endorsement requesting to close the dispute.

4. When the matter was called on 30.08.2016 there was no representation on behalf of the petitioner. In spite of this it was postponed to this date. Today also there was no representation on the side of the petitioner.

5. The petitioner seems to be not interested in pursuing the dispute. He has not come forward to establish the case set up by him. In the absence of any material on the side of the petitioner the reference is to be answered against him.

Accordingly, the reference is answered against the petitioner. An award is passed to this effect.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th September, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:For the 1st Party/Petitioner : NoneFor the 2nd Party/Management : None

Documents Marked:**On the Petitioner's side**

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 18 मई, 2017

का.आ. 1322.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई.डी.बी.आई. बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 48/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/57/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 18th May, 2017

S.O. 1322.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 48/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of IDBI Bank Ltd. and their workmen, received by the Central Government on 18.05.2017.

[No. L-12012/57/2015-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Friday, the 30th December, 2016

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 48/2015

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of IDBI and Another and their workman)

BETWEEN :

Sri S. Sankaralingam : 1st Party/Petitioner

AND

1. The Branch Manager : 2nd Party/1st Respondent
IDBI Bank Ltd. , Paulson Valagam
4085/12, 4098/2 South, 4th Street
Pudukkottai
2. The Managing Director : 2nd Party/2nd Respondent
M/s Updater Services (P) Ltd.
No. 2/302/A, UDS Salai,
Off Old Mahabalipuram Rd.
Chennai-600097

Appearance:

For the 1 st Party/Petitioner	:	In Person
For the 2 nd Party/1 st Respondent	:	M/s. NVS Association, Advocates
For the 2 nd Party/2 nd Respondent	:	M/s. S. Velusamy & N. Mahendran, Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12012/57/2015-IR (B.I) dated 21.04.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the workman Sri S. Sankaralingam in seeking employment in IDBI Bank Ltd. from where he was stopped without any reason is legal and justified? If so, to what relief the concerned workman is entitled?”

2. After receipt of the Industrial Dispute this Tribunal has numbered it as ID 48/2015 and issued notices to both sides. The petitioner appeared in person and the Respondents through their counsel and have filed their claim and counter statements respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner was appointed by IDBI Intech Ltd. who was the Contractor of the First Respondent Bank as Senior Business Development Officer with effect from 15.10.2011 and was advised to report at the First Respondent Branch. The petitioner was assigned works such as mobilizing deposits, interacting with bank clientele etc. The nature of works that were assigned to the petitioner are regular and perennial in nature forming part of the core activities of the First Respondent. The petitioner was appreciated on several occasions for his outstanding work. IDBI Intech Ltd. terminated the petitioner on 02.06.2013 as its contract with IDBI Bank came to an end for the reason that a subsidiary of the principal employer should not be given contract of outsourced work. The Second Respondent became the Contractor instead of IDBI Intech Ltd. and the petitioner was taken on rolls by the First Respondent on 03.06.2013 itself as Senior Sales Executive. The petitioner continued to discharge his duties in the First Respondent Branch. As per the appointment letter issued by the Second Respondent salary of the petitioner was fixed as Rs. 10,200/- per month. The petitioner was performing his duties in a sincere manner. The petitioner proceeded on leave with prior intimation for 11 days from 01.06.2014 to 11.06.2014 on the ground of his marriage. When the petitioner reached the First Respondent Branch on 12.06.2014 he was not allowed to sign the muster roll by the Branch Head. The petitioner was solely dependent on his job for his livelihood. The Respondents have terminated the petitioner from service with the intention of depriving him the promotion that was due to him. The termination of the petitioner is unfair labour practice, against principles of natural justice and in violation of Section-25F of the Industrial Disputes Act. An Award may be passed holding that the decision of the Respondents in preventing the petitioner from resuming duty w.e.f. 12.06.2014 is illegal and pass such other order as deemed proper.

4. The First Respondent has filed Counter Statement contending as below:

The reference is not maintainable as the alleged dispute does not have the character of an Industrial Dispute. The petitioner was sent to First Respondent Branch of the Bank as Senior Sales Executive from 15.10.2011 towards performance of the contract entered into with the First Respondent. The Second Respondent is one of the service providers of the Bank. An agreement was entered into between the Bank and the Second Respondent on 28.02.2013 for providing certain services. The petitioner was one of the many employees deployed by the Second Respondent for fulfilling the task for which the Second Respondent has entered into service contract with the First Respondent. There is no employer employee relationship between the petitioner and the First Respondent. In early 2015 it was found that the service of the Second Respondent was not upto the mark. On enquiry with the Second Respondent it was found that the petitioner who was one of the members of the team deployed by the Second Respondent to perform functions of the bank was irregular in attendance. The petitioner was found to be working for many financial agencies, apart from the Second Respondent. The Second Respondent set right the shortcoming by making appropriate deployment of personnel. The petitioner is not entitled to any relief from the First Respondent.

4. The Second Respondent has filed Counter Statement contending as below:

This Tribunal has no jurisdiction to entertain the dispute. The petitioner is not a workman under Section-2(s) of the Industrial Disputes Act. The petitioner is working as Senior Sales Executive in a supervisory cadre and drawing salary of Rs. 10,200/- a month. The petitioner has no right to claim reinstatement as he was neither terminated nor retrenched by the Second Respondent. The Second Respondent is a Company executing the work of marketing and back-office support services for the First Respondent. The Second Respondent engages its workman to fulfill its contractual obligations in the First Respondent Branch. The petitioner was one of the employees deputed by the second

Respondent on 03.06.2013. He joined the Second Respondent by order dated 03.06.2013. Before reporting for duty he had accepted the terms and conditions narrated in the Appointment Order. The petitioner absented himself from duty at the First Respondent premises from 01.06.2014. He abandoned his employment with the Second Respondent. The oral request by the Second Respondent to the petitioner to report for employment did not yield any result. Thereafter the Second Respondent had received a legal notice on behalf of the petitioner alleging that he was terminated from service. The Second Respondent has sent a reply to this stating that he was not terminated from service and also asking the petitioner to resume his duties. Instead of resuming the duty the petitioner has raised the dispute. The Second Respondent undertakes to give employment to the petitioner as stated in the reply notice. The petition is liable to be dismissed.

5. The evidence in the case consists of oral evidence of WW1 and MW1 and MW2 and documents marked as Ext.W1 to Ext.W7 and Ext.M1 to Ext.M15.

6. **The points for consideration are :**

- (i) Whether the demand of the petitioner in seeking employment with the First Respondent is justified?
- (ii) What if any is the relief to which the petitioner is entitled?

The Points

7. The petitioner has been working as Senior Business Development Officer with the First Respondent Bank from 1510.20011. Even as per the Claim Statement his employment with the First Respondent was through IDBI Intech Ltd., a subsidiary of IDBI Bank Ltd. the contract entered into by IDBI Bank Ltd. IDBI Intech Ltd. seems to have been put to an end for the reason that IDBI Intech Ltd. is a subsidiary of IDBI Bank Ltd. The employment of the petitioner through IDBI Intech Ltd. lasted till 02.06.2013 as seen from the Claim Statement. He continued to work for the First Respondent through the Second Respondent w.e.f. 03.06.2013 itself as IDBI Bank had entered into contract with the Second Respondent to provide services. The case of the petitioner is that while he was working with the First Respondent Bank he had taken leave for 11 days from 1st to 11th June 2014 for the purpose of his marriage, but when he reached the Bank on 12.06.2014 he was not allowed to sign the Muster Roll by the Branch Head. His contention is that the action of the First Respondent is in violation of the provisions of the Industrial Disputes Act. He seeks a proper relief from this Tribunal.

8. The petitioner has given evidence as WW1 reiterating his case in the Claim Statement. Ext.W1 to Ext.W7 are the documents marked through the petitioner on his behalf.

9. Ext.W1 is the appointment letter issued by IDBI Intech Ltd. which was the previous service provider of the First Respondent. Ext.W2 to Ext.W4 are only appreciation letters or congratulatory mail issued by the Regional Head, Corporate Office, etc. of the First and Second Respondents.

10. Ext.W6 is the appointment letter issued by the Second Respondent on 03.06.2013 showing that from this date onwards the petitioner had been working for the First Respondent with Second Respondent as the Contractor. Ext.W7 contains the terms and conditions of employment issued by the Second Respondent. The First Respondent has produced Ext.M2 the agreement executed by it with the Second Respondent. Ext.M2 and Ext.M4 are the offer letters issued by the Second Respondent to the petitioner. Ext.W6-Appointment Order was issued subsequently by the Second Respondent.

11. It is very much clear from the documents produced, evidence of MWs 1 and 2 and also the admission made by the petitioner during his examination as WW1 that the petitioner has been appointed by the Second Respondent on the basis of its agreement with the First Respondent as service provider to provide certain services to the First Respondent Bank. The petitioner has admitted during his cross-examination that his employer is the Second Respondent. He also admitted that his salary slip is in the name of the Second Respondent. He also admitted that as per Ext.W5-the agreement between the First and Second Respondents, the Second Respondent has the liberty to select employee for working with the First Respondent. Ext.M1 is the pay-slip for the month of April 2014 issued by the Second Respondent to the petitioner which would show that the petitioner was getting salary only from the Second Respondent and not from the First Respondent. Apparently, there was no employer-employee relationship between the petitioner and the First Respondent so the petitioner is not entitled to any relief from the First Respondent.

12. The Second Respondent has denied the case that the petitioner was terminated from service. According to the Second Respondent the petitioner happened to be irregular in his work. He was contacted and was asked to resume duty. But the petitioner has refused to oblige the Second Respondent by resuming duty. The Second Respondent has stated that even after getting lawyer notice on behalf of the petitioner it has sent reply offering to give employment to the petitioner. In the Counter Statement also the Second Respondent has taken the stand that it is willing to provide work to the petitioner. During examination MW2 who has given evidence on behalf of the Second Respondent has stated that the contract of the Second Respondent with the First Respondent has expired on 31.12.2015. Even during

cross-examination MW2 has stated that the Second Respondent is willing to provide work to the petitioner in an establishment with which it is having contract for service now. The petitioner's stand is that he will be satisfied only if he is getting employment in the First Respondent establishment. The contract of Second Respondent with the First Respondent having expired this is an impossibility. If the petitioner is inclined he is at liberty to accept the offer of the Second Respondent to employ him elsewhere. He is not entitled to any relief.

In view of the discussion above the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the PA transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th December, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1 st Party/Petitioner	:	WW1, Sri S. Sankaralingam
For the 2 nd Party/Respondents	:	MW1, Sri P. Sivasankar
		MW2, Sri V. Annakumar

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ex.W1	15.10.2011	Appointment letter issued by IDBI Intech Ltd. (Contractor)
Ex.W2	-	Letter of Appreciation issued jointly by IDBI Intech (Contractor) and the Branch Head, IDBI Bank Ltd. Pudukkottai (Principal Employer)
Ext.W3	-	Certificate of Appreciation issued by HR Corporate Office, IDBI Intech Ltd. Mumbai
Ext.W4	-	Appreciation and Congratulatory Mail dated 30.01.2012 issued by Regional Head, Tamilnadu II, IDBI Bank Ltd., Coimbatore
Ext.W5	-	Agreement dated 28.02.2013 between IDBI Bank and Updater Services
Ext.W6	-	Appointment letter dated 03.06.2013 issued by Updater Services Ltd. (Contractor)
Ex.W7	-	Terms and Conditions of appointment issued by M/s Updater Services Ltd.

On the Management side

Ex.No.	Date	Description
Ext.M1	-	Petitioner's pay-slip for the month of April, 2014 issued by the 2 nd Respondent
Ext.M2	28.02.2013	Agreement between the 1 st Respondent and the 2 nd Respondent
Ext.M3	01.04.2013	Offer letter issued by the 2 nd Respondent to the petitioner
Ext.M4	19.05.2013	Offer letter issued by the 2 nd Respondent to the petitioner
Ext.M5	03.06.2013	Appointment letter issued by the 2 nd Respondent to the petitioner
Ext.M6	11.03.2015	RBI Notification No. RBI/2014-15/497 DBR No. BP.BC.76/21.04.158/2014-15
Ext.M7	26.03.2015	Failure of Conciliation Report issued by the Assistant Labour Commissioner (Central)
Ext.M8	-	Staff Attendance Register maintained by the 2 nd Respondents
Ext.M9	-	Form-5 and related documents
Ext.M10	-	Copy of Provident Fund slip of the petitioner
Ext.M11	-	Copy of the ESI Returns filed by the 2 nd Respondent pertaining to the petitioner
Ext.M12	24.06.2014	Copy of legal notice sent by the petitioner to the 2 nd Respondent

Ext.M13	11.07.2014	Copy of the reply sent by the 2 nd Respondent to the counsel for petitioner and petitioner with acknowledgement card
Ext.M14	-	Copy of the Claim Statement filed by the petitioner before the Assistant Labour Commissioner (Central) Pondicherry
Ext.M15	26.03.2015	Copy of the failure report issued by the Assistant Labour Commissioner (Central) Pondicherry

नई दिल्ली, 22 मई, 2017

का.आ. 1323.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण/श्रम न्यायालय नं. 1, दिल्ली के पंचाट (संदर्भ सं. 26/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/18/2010-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 22nd May, 2017

S.O. 1323.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 22.05.2017.

[No. L-12012/18/2010-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 26/2011

Shri V.K. Bakshi, through

General Secretary,

Delhi Labour Union, Agarwal Bhawan,

G.T. Road, Tis Hazari,

Delhi

...Workman

Versus

The General Manager,

State Bank of India,

Zonal Office,

11, Sansad Marg,

New Delhi – 110 001

...Management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-12012/18/2010-IR(B-I) dated 14.03.2011 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

‘Whether the action of the management of State Bank of India, Zonal Office, Sansad Marg, New Delhi in imposing the penalty of dismissal from service with effect from 03.05.2007 on Shri V.K. Bakshi, is legal and justified? To what relief the workman is entitled?’

2. Brief facts giving rise to the reference are that Shri V.K. Bakshi, the claimant herein, had joined employment with the management on 16.02.1970 at G.T. Road, Shahdara on temporary basis and subsequently he was confirmed in service with effect from 08.06.1977. Later on, he was promoted to the post of Senior Assistant. He was discharging

his duties to the satisfaction of the management and had an unblemished and uninterrupted record of service to his credit.

3. It is the case of the claimant that he was charge sheeted on 27.03.2006, charging him with the following allegations:

It is alleged that you have resorted to undernoted unlawful activities while working at our GT Karnal Road and Shakti Nagar branches respectfully:

1. SBI Cards & Payment Services Pvt. Ltd. have advised that you have not made the payment against the SBI Credit Card No.0004:006661011723314 since January 2004 despite various communications from them and by Zonal Office/branch. The present outstandings there-against are Rs.28,181.35.
2. You have issued undernoted cheques without maintaining sufficient crediting your account which were returned with the objection 'Insufficient Funds' by Shakti Nagar branch:
 - (i) Cheque No.572915 dated 18.01.2015 for Rs.11,020.00 favouring Northern India Paint Colour & Varsney Co. Ltd. returned on 12.05.2005.
 - (ii) Cheque No.110898 dated 15.06.2005 for Rs.1466.00 favouring G.E. Countrywide Consumers Financial Services Ltd.
3. You have raised loan from Everglad Chit Funds Pvt. Ltd. without obtaining specific approval from the competent authority. In this connection, an attachment order issued on 27.09.2003 by Civil Judge, Tiz Hasari, Delhi for attachment of your salary to the extent of Rs.59,495.00 due to the decree holder M/s Everglad Chit Funds Pvt. Ltd. was received at our Shakti Nagar branch. Monthly instalment of Rs.2000.00 of your salary is being remitted to the court and Rs.20,000.00(approx.) have so far been appropriated.
4. You have raised loan of Rs.50,000.00 from Indian National Co-operative (NA) Thrift and Credit Society Ltd. Hissar on 04.07.2003 without seeking prior permission of the Bank. Further, you issued an 'Account Payee' cheque No.403411 dated 25.09.2004 drawn on SBI, GT Karnal Road, Delhi for Rs.77,240.00 in favour of the above Society. Before the cheque could be presented, you closed the account. You were served with a legal notice on 13.10.2004 under section 138/141 of Negotiable Instruments Act on 01.10.2005. Hisar and Delhi police officials came to Shakti Nagar branch with non-bailable warrants issued by Judicial Magistrate, Hissar to arrest you and took you away at 2.00 p.m.
5. The total deduction from the salary is 81.07% against Bank's extant instructions that total deductions will not be more than 60% of the gross salary.
6. You have raised loan from undernoted Thrift & Credit Societies whereas as per extant instructions, an employee cannot be member of more than one T&C Society:
 - a. Bank Staff Co-op Urban SE T&C Society Ltd., Hissar
 - b. International Co-op Non Agriculture T&C Society Ltd., Hissar.
 - c. ECBE Staff Co-op Credit Society Ltd., Meerut.
 - d. Indian National Co-op Non-Agri T&C Society, Hissar
 - e. Bhartiya State Bank Karyakarta Co-op T&C Society Ltd., Kirti Nagar
 - f. SBI Employees T&C Society Ltd., Ranjit Nagar, Delhi

The aforesaid lapses, if established, tantamount to 'major misconduct' in terms of Para 5(j) of Provisions of Disciplinary Proceedings Settlement dated 10.04.2002.

4. Reply to the above charge sheet was filed by the claimant. It is further alleged that the claimant was constrained to take loans due to compelling circumstances. He had to reply unpaid loans. Management did not consider reply of the claimant and initiated departmental enquiry in respect of the above charge sheet. No documents or list of witnesses was provided to the claimant despite repeated requests. Ultimately, claimant received a memorandum dated 23.04.2007 alongwith findings of the Enquiry Officer. Thereafter, claimant was placed under suspension by the Assistant General Manager and subsequently he was issued order dated 03.05.2007 vide which penalty of 'Removal from service' was inflicted upon the claimant. Claimant filed appeal dated 24.05.2007 against the order of his removal from service before the Appellate Authority, but of no avail.

5. Claimant has now challenged the order of termination on the ground that the enquiry was not conducted in a fair and proper manner. Finally, he has prayed that the said order of removal from service and holding the order of termination dated 03.05.2007 to be illegal and unjustified and with continuity of service and payment of back wages.

6. Claim was contested by the management who filed written statement thereto and took preliminary objections, inter alia of jurisdiction, reference being time barred and concealment of material facts etc. On merits, statement of factum of the claimant working with the management was admitted. It was alleged that charges have been proved against the claimant in the departmental enquiry. Enquiry was conducted in a fair and proper manner and claimant was afforded various opportunities vide letters dated 29.08.2006, 06.09.2006 and 28.09.2006 to bring his defence representative but despite the said opportunities, he did not opt to give the name of the defence representative. Claimant has also admitted the charges in his reply regarding non-payment of dues of SBI Credit card etc. In the end, it has been alleged that the reference be decided in favour of the management.

7. Against this factual background, my learned predecessor, vide order dated 13.04.2011, framed the following issues:

- (i) Whether the enquiry conducted by the bank was just, fair and proper?
- (ii) Whether punishment awarded to the claimant was proportionate to his misconduct?
- (iii) As in terms of reference
- (iv) Relief

8. It is clear from the record that vide order dated 13.05.2011, preliminary issue as to the vires of the domestic enquiry was decided in favour of the claimant and against the management. Since there were pleadings in the written statement seeking permission to prove misconduct against the claimant on merits, as such, management was afforded an opportunity to adduce evidence in respect of the charges mentioned above.

9. Management, in support of their stand, examined Shri Ajay Kumar Gaind as MW2, whose affidavit is Ex.MW2/A and also relied upon documents Ex.MW2/1 to Ex.MW2/59. It is not out of place to mention here that the claimant has not examined himself in rebuttal.

10. I have heard Shri Abhinav Kumar, A/R for the claimant and Ms.Kitu Bajaj, A/R for the management.

11. It was urged on behalf of the claimant that payment has been made of the outstanding debts which was taken as loan by the claimant and management has wrongly and illegally issued charge sheet against the claimant despite the factum of payment of loan having been paid by the claimant. Learned A/R for the claimant also urged that claimant was facing financial difficulty and due to compelled circumstances, he had raised loans for his own treatment as well as for the treatment of his family members. Moreover, regarding the charge of standing as guarantor/surety, it was urged that the real brother of the claimant had taken loan from the bank and the claimant has simply stood guarantor for the same. Since his brother was not in a position to repay the loan, as is clear from the evidence on record, as such, repayment of the loan was made by the claimant in instalments and the said fact has also been admitted by Shri Gaind, MW2 in his cross examination.

12. Per contra, Ms.Kitu Bajaj strongly urged that the claimant has in his reply Ex.MW2/59 admitted the various allegations made in the charge sheet, as such, there was no necessity to adduce further evidence in the face of the admission made by the claimant. She proceeded to argue that though payment of part loan was made by the claimant, the claimant has also issued cheque dated 18.01.2005 which was bounced due to insufficient funds and it has really tarnished the image of the bank. She invited attention of the Tribunal to the factum of admission made in his reply Ex.MW2/59 wherein the claimant has stated the he is willing to make payment of Rs.28,181.35 against SBI Credit Card and he could not make payment as he was getting very nominal amount of salary. He had raised loan from different societies and he had been paying loan instalments. This has made his financial position worse.

13. Before I proceed to evaluate merits of the evidence adduced by the parties as well as submissions raised in respect of charge sheet dated 27.03.2006, it is necessary to mention here that the claimant herein has admitted the charges in his reply Ex.MW2/59, in both direct as well as indirect manner, made in the charge sheet.

14. The first charge in the charge sheet pertains to SBI Credit Card payment, which were not made by the claimant despite various communications/reminders issued to the claimant by the Zonal Office and the amount outstanding at that time was Rs.28,187.35. To this charge, it is replied by the claimant that he is ready and willing to make payment against SBI Credit Card and the same could not be paid as he was getting very nominal amount of salary. He has also given explanation that due to health problems of his elder daughter he had raised loan from different societies and he had been repaying the instalments to the societies, as a result of which very little salary is left in the account of the claimant. An overall examination of this witness clearly suggests that there is admission on the part of the claimant regarding payment of outstanding dues of SBI Credit Card. It is also clear from evidence on record, particularly

affidavit Ex.MW2/A of Shri Gaid, MW2, that the claimant was issued Credit Card No.0004:006661011723314 in January 2004 and claimant was also using the card for various purchases. It is further clear from perusal of letter Ex.MW2/1 issued by the Chief Executive Officer, SBI Card, that payment has not been made against billing statement of 17.11.2004 and the claimant was advised through the Branch Manager to make the outstanding payment. There is another letter Ex.MW2/2 to the similar effect where there is mention of outstanding payment to be made by the claimant. There is also mention that in case payment is not made now, matter may be dealt with under service rules. To the similar effect is Ex.WW2/4 dated 07.05.2005 wherein there is mention of outstanding payment against SBI Credit Card issued to the claimant herein. Perusal of these letters clearly establishes that the above amount was due towards the claimant and has not been paid by the claimant. Therefore, at the time of issuance of the charge sheet, entire amount was not cleared by the claimant.

15. Second charge is in relation to issuance of cheque No.572915 dated 18.01.2005 for Rs.11020.00 and cheque No.110898 dated 15.06.2005 for Rs.1466.00, which was bounced and was returned on the grounds of insufficient funds by Shakti Nagar branch of the bank. Claimant has in his reply to this allegation stated that under a misunderstanding the above cheque was issued and he has now made payment of Rs.11,020.00 and now nothing remains due. During the course of arguments, this issue was not pressed much as payment in respect of the amount has been settled between the claimant and the other parties. No doubt, claimant was issued letter Ex.MW2/6 by the Branch Manager in respect of bouncing of the above cheque.

16. Allegation against the claimant regarding charge no.3 and Charge No.4 of the charge sheet is regarding raising of loan from Everglad Chit Funds Pvt. Ltd. without specific approval of the competent authority due to non payment of the above loan attachment order was issued on 27.09.2003 by Civil Judge, Tis Hazari, Delhi for attachment of salary to the extent of Rs.59,495.00 from the salary of the claimant and deduction of Rs.20,000.00 from salary of the claimant towards repayment of the loan. Again the claimant raised a loan of Rs.50,000.00 from Indian National Co-op (NA) Thrift ad Credit Society Ltd. Hissar on 04.07.2003 without approval of the competent authority. During the course of arguments, it was pointed out that from the salary of the claimant payments were being made so as to clear the said loan.

17. Charge No.5 of the charge sheet pertains to deduction of salary to the extent of 81.07% which in fact cannot be more than 60% of the gross salary of the claimant.

18. Charge No.6 of the charge sheet mentions of other loans being raised from various Thrift and Credit Societies, as detailed under this charge. Claimant, in his reply, in para 5 has stated that in fact he stood guarantor for his real brother who was in need of money, who expired in 2002 and due to untimely death of his brother and other compelling circumstances mentioned above, the amount could not be returned in time. He has further admitted regarding attachment order against his salary. However, he was regularly making payment by way of instalments. Claimant has also admitted the factum of raising loans from the Societies, which was not paid on time. Claimant has accepted that Secretary of the said society has taken three blank cheques from the claimant. As financial position of the claimant had deteriorated, Secretary of the Society demanded full amount of Rs.77,240.00 by presenting all the above cheques for payment and the same could not be honoured. Claimant has admitted that due to illness of his daughter, purchase of house and establishment of business of his son, he has had to raise these loans. It is clear from statement of Shri Gaid, MW2 that he has admitted in his cross examination that the claimant has not borrowed any amount from M/s Evergreen Chit Fund Pvt. Ltd. and he has simply stood guarantor for his real brother for an amount of Rs.59,495.00. In his next cross examination on 06.10.2016, this witness has again admitted that the bank was making deduction from salary of the claimant towards repayment of loan of his brother from M/s Evergreen Chit Fund Pvt. Ltd. However, this witness could not show any document on the date of his cross examination to show as to whether any outstanding payment still remained in the name of the claimant qua the said amount. He has further admitted that last payment was made by the bank on 26.10.2004 from salary of the claimant whereas the claimant was charge sheeted on 27.03.2006. Management should have come with clear cut statement so as to show as to what was the nature of the balance payment, if any, to be made by the claimant and from overall examination of the statement of this witness, it is clear that the amount due towards M/s Evergreen Chit Fund Pvt. Ltd. in the name of the real brother of the claimant stood paid by the claimant by way of instalments.

19. During the course of arguments, learned A/R for the management put much emphasis on the fact that before raising of the loan from the Thrift and Credit Societies as mentioned in charge No.3 and 4 of the charge sheet, claimant has not sought prior approval from the competent authority, which is mandatory under the law. In this regard, attention of the court was invited to the Bipartite Settlement and this fact was also not denied by the learned A/R for the claimant that approval from the competent authority is mandatory before availing of loans/ standing of guarantor/surety. In such circumstances, this Tribunal is of the view that the claimant has flouted banking norms by not obtaining necessary approval from the competent authority before raising of loans.

20. Now, the residual question is whether the raising of loans by the claimant without approval from the competent authority amounts to misconduct or not. In this regard, attention of the Tribunal was invited to Chapter 2 of the

Bipartite Settlement which deals with disciplinary action and procedure. It is clear from Clause 19.5 (j) of the Bipartite Settlement that expression 'gross misconduct' has been given a very comprehensive meaning and includes doing an prejudicial to the interest of the bank and gross negligence or negligence involving or likely to involve the bank in serious loss. The clause also deals with minor misconduct. However, definition of 'minor misconduct' is given in Clause 7 and does not include the allegation contained in charge sheet dated 27.03.2006.

21. Hon'ble Apex Court in the case of Ravi Yashwant Bhoir vs District Collector (2012) 4 SCC 407 decided on 02.03.2012 dealt with the meaning of misconduct as used in the context of bank rules and after taking survey of the entire case law on the subject, it was held that expression "misconduct" is not capable of any precise definition or misconduct can be defined as a transgression of some established and definite rule of action, a forbidden act, a dereliction from duty, unlawful behavior, wilful in character, improper or wrong behavior, would also fall within the meaning of misconduct. The term misconduct in fact its synonyms are misdemeanor, misdeed, misbehavior, delinquency, impropriety, mismanagement offense, but not negligence or carelessness. The term misconduct implies a wrongful intention and not a mere error of judgement. Though misconduct is not necessarily the same thing as conduct involving moral turpitude. Thus, the word misconduct is a relative term and is to be considered with reference to the said matter and context where the same occurs.

22. Since in the case on hand more than 80% of the salary of the claimant was being appropriated towards repayment of instalments of loans taken by the claimant from the Societies as mentioned in the charge sheet and there was also attachment of his salary as is clear from the order of Civil Court, Tis Hazari, which has really caused a lot of embarrassment to the bank and the same has tendency to tarnish image of the bank. An employee of the bank is expected to know atleast the elementary thing that he cannot raise loans without obtaining approval of the competent authority. The claimant has not even later on tried to seek ex post facto sanction regarding the said loans so as to prove his bonafide. Thus, having overall regard to the evidence on record and the fact that the claimant herein, in his reply has admitted the factum of not seeking approval from the competent authority before raising of loans, as such charges as mentioned in Charge No.3 and 4 of the charge sheet is held to be proved against the claimant.

23. Now, the next question which arises for consideration is as to whether the punishment awarded to the claimant is proportionate to the misconduct committed by him. It is clear from evidence on record that the claimant is not guilty of any moral turpitude. He has simply raised loans without seeking prior approval of the competent authority of the bank and the overdue amounts of the loans have been repaid now. In such a situation, this Tribunal is of the considered opinion that punishment of 'removal from service' is very grave and severe in nature and the same is liable to be reduced to 'Stoppage of three increments with cumulative effect'. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : May 4, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 22 मई, 2017

का.आ. 1324.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 73/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/23/2012-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 22nd May, 2017

S.O. 1324.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 73/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 22.05.2017.

[No. L-12012/23/2012-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/73/2012

PRESIDING OFFICER : SHRI R.B. PATLE

Shri Rajkumar Singh,
S/o Shri Ghanshyam Singh,
R/o Malviya Ganj, Gurunanak Pura,
Beside Gurudwara,
Itarsi (MP)

...Workman/Union

Versus

Branch Manager,
State Bank of India,
Neemvada Branch,
Itarsi

...Management

AWARD

Passed on this 16th day of December 2016

1. As per letter dated 18-6-2012 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/23/2012-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of State Bank of India, Itarsi in terminating the service of Shri Rajkumar Singh S/o Shri Ghanshyam Singh w.e.f. 13-11-2010 is legal and justified? To what relief the workman is entitled?”

2. Ist party workman is challenging termination of his services w.e.f. 13-11-2010 under reference . Even after issuing notices, the Union didnot participate in the proceeding, no statement of claim is filed. Ist party is proceeded ex parte on 15-6-2016.

3. IInd party management also not filed Written Statement. From conduct of the parties, it is clear that the parties are not pursuing or participating in the dispute.

4. In the result, award is passed as under:-

“ Reference is disposed off as No Dispute Award.”

R. B. PATLE, Presiding Officer

नई दिल्ली, 22 मई, 2017

का.आ. 1325.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार फड़रल बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अरनाकुलम के पंचाट (संदर्भ सं. 21/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/28/2012-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 22nd May, 2017

S.O. 1325.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Federal Bank Ltd. and their workmen, received by the Central Government on 22.05.2017.

[No. L-12012/28/2012-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM

Present : Shri.K. Sasidharan, B.Sc., LLB, Presiding Officer

(Monday the 19th day of December, 2016/28th Agrahayana, 1938)ID 21/2012

Workman : Shri Benedict Aleegious T.,
 Anu Bhavan,
 Kanakulam,
 Uchakkada P.O – 695506.

By Adv. Shri C. Anil Kumar

Management : The Managing Director and CEO,
 Federal Bank Ltd.,
 Head Office,
 Aluva.

By M/s. B. S. Krishnan Associates

This case coming up for final hearing on 16.12.2016 and this Tribunal-cum-Labour Court on 19.12.2016 passed the following:

AWARD

This is a reference under clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947) for adjudication.

2. The dispute referred for adjudication is:

“Whether the action of the management of Federal Bank Ltd. in imposing the punishment of ‘compulsory retirement with superannuation benefits’ upon Shri Benedict Aleegious T. vide their order dated 28/11/2009, is legal and justified? To what relief the workman is entitled?”

3. After receipt of the reference Order No.L-12012/28/2012-IR(B-I) dated 04.07.2012, issued by the Ministry of Labour, Government of India, summons was issued to the parties to appear, submit pleadings and produce documents to substantiate their respective contentions. On receipt of summons, the parties entered appearance through counsel and submitted their pleadings.

4. The contentions in the claim statement filed by the workman in brief are as follows:

The workman involved in this reference Shri. Benedict Aleegious. T joined as a bankman in the year 1984 in the management bank. Since then he had unblemished service under the management. While he was employed under the management, he received letter of appreciation from the management on several occasions. On 30.08.2008 the management served an order suspending the workman from the services of the bank. Subsequently an order No.AW:DE:15:08 dated 19.11.2008 was served with certain allegations against the workman. In that order it was informed that an enquiry has been ordered against the workman and Shri. Tom P. Roy, Senior Manager, PIR department has been appointed as the enquiry officer. An opportunity was afforded to the workman to submit explanation against the allegations levelled as per the order aforesaid. The allegation against the workman was that on 22.08.2008 he was found in a suspicious circumstance with a lady in the stationery room of the bank. The management charged the workman for the indecent behaviour in the premises of the bank and doing any act prejudicial to the interest of the bank as per the Bipartite Settlement dated 10.04.2002 and Disciplinary Action and Procedure Therefor. The workman has not committed any act as alleged in the charge memo.

5. The allegations against the workman are cooked up by the management. From the evidence tendered by the management witnesses during the enquiry it can be seen that other establishments are functioning on the either side of the stationery room. It is strange to notice that in respect of an incident alleged to have happened on 22.08.2008, a report to that effect was sent from the branch to the Head Office only on 29.08.2008. The charges levelled against the workman are cooked up by the principal officer of the branch with ulterior motive.

6. The domestic enquiry conducted against the workman was in clear violation of the principles of natural justice and fair play. He was denied opportunity to defend his case during the enquiry. The two officers who gave evidence against workman in the course of enquiry were hostile towards the workman. The enquiry officer has not appreciated

the evidence in the correct perspective. The finding of the enquiry officer is perverse and not based on any admissible evidence. The workman had submitted explanation against the proposed punishment by the disciplinary authority. Against the decision of the disciplinary authority he preferred an appeal before the appellate authority which was dismissed without considering his contentions. The punishment imposed on the workman is too harsh and disproportionate to the allegations levelled against him. He is the sole bread winner of his family. The allegation against the workman is stigmatic and it is not possible to find an alternate employment to him. Therefore the workman has requested to set aside the punishment order and to direct the management to reinstate him in service with full back wages, continuity of service and other attendant benefits.

7. The contentions in the written statement filed by the management in brief are as follows:-

The management has denied all the averments in the claim statement filed by the workman except those that are specifically admitted. While working as bankman in Neyyattinkara branch of the management bank, Shri. Benedict Aleegious. T was placed under suspension and issued a charge sheet for the acts of gross misconduct – ‘indecent behaviour on the premises of the bank’ and ‘doing any act prejudicial to the interest of the bank’ as per the Bipartite Settlement dated 10.04.2002. The allegation against the workman is that while working in Neyyattinkara branch, at about 4:20 pm on 22.08.2008, he was found inside the stationery room of the branch in the second floor of the building locked from inside along with a strange woman during office hours with ulterior intention causing disrepute to the bank and affected moral discipline of the staff. The conduct of the workman in keeping himself locked inside the stationery room of the branch along with a strange woman during office hours was with ulterior intention. When he was caught hold of by the officers of the branch, he was not able to give any convincing reason about the presence of the strange woman inside the stationery room during the office hours. The enquiry conducted against the workman was in accordance with the rules and by following the principles of natural justice. In the course of enquiry advocate Shri. S. John was representing the workman who defended the matter on his behalf. The defense representative cross examined all the witnesses examined on behalf of the management. Thereafter opportunity was afforded to the workman to adduce evidence in support of his defence. He has not adduced any evidence to substantiate his defence.

8. The enquiry officer evaluated the matter in issue in detail and submitted a finding to the effect that the workman is guilty of the misconduct alleged. Thereafter the disciplinary authority complied the procedure and issued the proposed punishment of dismissal from service without notice. After hearing the workman, the disciplinary authority passed the final order reducing the punishment to “compulsory retirement with superannuation benefits”. The appellate authority considered the matter and came to the conclusion that there is no scope for interference in the final order of punishment issued by the disciplinary authority. The letter of appreciation issued by the management is not a ground to justify the act of gross misconduct committed by him. The branch office reported the matter on 22.08.2008 itself to the Head Office and a written communication was sent on 29.08.2008. The claim of the workman that he has been wrongly implicated in this matter is absolutely false. The contention of the workman that the charges levelled against him were cooked up by the officers of the management is absolutely false. The management has requested to consider the validity of the enquiry as a preliminary point and sought permission to adduce independent evidence to prove the charges levelled against the workman by adducing independent evidence if it is found that the enquiry is vitiated.

9. After filing written statement by the management the workman filed rejoinder reiterating the contentions in the claim statement.

10. As requested by the counsel for the management, the validity of the domestic enquiry was considered as a preliminary point. On this aspect, on behalf of the management MW1 was examined and Ext.M1 is the document marked. As per the Preliminary Order dated 04.05.2016 it is held that the domestic enquiry conducted by the management is valid and proper. Thereafter the matter was posted for final hearing. The counsel appearing for the parties were heard in detail.

11. The points arising for consideration are:

- “(i) Whether the workman Shri. Benedict Aleegious. T has committed the acts of gross misconduct as alleged by the management?”**
- “(ii) Whether the punishment of compulsory retirement with superannuation benefits issued by the management against the workman Shri. Benedict Aleegious. T is just and legal or disproportionate to the allegations levelled against him?”**
- “(iii) To what relief the workman is entitled?”**

12. Point Nos.(i) & (ii):- Shri. Benedict Aleegious. T, the workman involved in this reference joined as a bankman in the management bank in the year 1984. Since then he was employed under the management bank. While working as bankman at the Neyyattinkara branch, the management issued an order No.PIR/M4/PF-4237/AW-197/2778/2008 dated 30.08.2008 and suspended him from the services of the bank. Subsequently, he was served with

order No.PIR/M4/PF-4237/AW-197/454/2008 dated 19.11.2008 alleging that he has committed certain acts of gross misconduct. The management bank issued charge sheet against the workman under the following heads - “(i) *Indecent behaviour on the premises of the Bank; and (ii) Doing any act prejudicial to the interest of the Bank*” as per the different clauses in the Bipartite Settlement dated 10.04.2002 on Disciplinary Action & Procedure Therefor. In the memo of allegations the management under clauses (a), (b), (c) and (d) explained the details of misconduct committed by the workman during office hours inside the bank premises at about 4:20 PM on 22.08.2008. The Senior Manager of the branch sent a communication dated 29.08.2008 to the Deputy General Manager, PIR Department, Head Office Aluva of the management bank, explaining in detail about the incident occurred at about 04:20 PM on 22.08.2008 inside the bank premises involving the workman in this reference.

13. The management appointed Shri. Tom P. Roy, Senior Manager, P & IR Department as the enquiry officer to conduct an enquiry in relation to the misconduct alleged against the workman. The enquiry officer conducted enquiry and submitted the report along with all the connected papers before the management. On receipt of the enquiry report the management complied the statutory requirements and the disciplinary authority issued an order with the proposed punishment against the workman. The workman has submitted that he is innocent and that he has not done any act as alleged by the management. The disciplinary authority proposed the order of “dismissal from service without notice” against the workman for the act of gross misconduct committed by him. After hearing the workman on the proposed punishment, the disciplinary authority decided to alter the proposed punishment and ordered the punishment of “*Compulsory retirement with superannuation benefits*” for the acts of misconduct – “*Indecent behaviour on the premises of the Bank; and Doing any act prejudicial to the interest of the Bank*”.

14. Against the order of the disciplinary authority the workman preferred an appeal before the appellate authority. The appellate authority concurred with the final order passed by the disciplinary authority and the workman was compulsorily retired with superannuation benefits from the services of the bank. The workman has stated that the charges alleged against him are cooked up by the principal officers of the branch with some ulterior intention. He has stated that the enquiry officer conducted the enquiry in violation of the principles of natural justice and fairness and that he was denied the opportunity to defend his case properly. It is stated that the enquiry officer failed to appreciate the testimony of the witnesses examined on the side of the management in an impartial manner. According to the workman the management witnesses examined before the enquiry officer were not speaking the truth and that they were attempting to victimize him. He would also state that the two officers who gave evidence against him in the course of domestic enquiry were showing hostile attitude against him. He has challenged the enquiry proceedings on the ground that it is vitiated and that he has requested to set aside the order passed by the disciplinary authority which was confirmed by the appellate authority. The workman has stated that he is the sole bread winner of his family and that the denial of employment caused undue hardship and inconvenience to him.

15. The management has contended that the workman has committed the act of gross misconduct of indecent behaviour in the premises of the bank during the working hours on 22.08.2008 and that he has done act prejudicial to the interest of the bank and thereby committed gross misconduct. The management has stated that the enquiry officer conducted the enquiry after affording fair and reasonable opportunity to the workman to substantiate his contentions and that the enquiry officer has followed the principles of natural justice while conducting the enquiry. It is stated that in the course of enquiry as requested by the workman, he was defended by an Advocate Shri. S. John of his choice and that the witnesses examined on behalf of the management were cross examined by the defence representative. Moreover the enquiry officer afforded opportunity to the workman to adduce evidence if he so desired. The management has stated that the punishment ordered against the workman is just and proper and in proportion to the gravity of misconduct committed by him. As requested by the learned counsel for the management, after affording sufficient opportunity to the parties to take steps and for production of documents, the validity of the domestic enquiry was considered as the preliminary point. As per the Preliminary Order dated 04.05.2016 it is held that the domestic enquiry conducted by the management is just, proper and by following the principles of natural justice. Thereafter the matter was posted for final hearing. The learned counsel appearing for the parties were heard in detail.

16. The learned counsel for the workman submitted that even though the incident happened on 22.08.2008. the Senior Manager sent a report regarding the incident only on 29.08.2008. It is stated that the workman is innocent and that false and frivolous allegations were raised by the senior officers to wreck vengeance against him. The learned counsel for the workman submitted that in the course of enquiry the workman has submitted the reason for foisting false case against him. It is stated that there was a complaint against the senior officers of the bank regarding the transfer of a sum of ₹40 lakh to M/s.Bajaj Alliance Insurance Company. Relating to that incident there was a vigilance complaint and an enquiry was conducted. It is stated that in the said enquiry the workman identified the handwriting in the cheque pertaining to that incident and thereafter the senior officers were against the workman and they were trying to find out a cause to initiate proceedings against him. The learned counsel submitted that the workman is a widower and he had unblemished service of 24 years under the management bank and he has to look after his two children. It is also stated that the workman is a heart patient and he has not done any act causing prejudice to the interest of the bank.

17. The learned counsel for the management submitted that the allegations levelled against the workman are true to facts and that he has committed the act as alleged in the memorandum of allegations served on him. The learned counsel submitted that the management witnesses 1 and 2 who witnessed the incident gave evidence of the factual state of affairs. The allegation that the senior officers foisted false case against the workman is denied by the counsel for the management.

18. On going through the statement of allegations annexed to the memo of charges it can be seen that the allegations against the workman are so grave. The evidence tendered by MW1 and MW2 in the course of domestic enquiry revealed that the senior officers have witnessed the incident as stated in the statement of allegations. Even though the defence representative cross examined the witnesses at length in the course of enquiry nothing was brought out to discredit their testimony regarding the incident occurred on 22.08.2008 inside the bank premises. The contention of the workman that he has been falsely implicated at the instance of the senior officers of the bank cannot be accepted as true and correct especially in view of the evidence tendered by MW1 and MW2 in the course of enquiry. The acts alleged to have been committed by the workman is so grave and it affects the reputation of the bank. From the final order passed by the disciplinary authority it can be seen that the disciplinary authority considered the submissions made by the workman and a lenient view has been taken so that the workman can claim any re-employment and his right to receive superannuation benefits is safeguarded by the disciplinary authority. In such circumstance I do not find any justification in interfering with the order of compulsory retirement with superannuation benefits, passed by the disciplinary authority. The management has succeeded in proving the allegations levelled against the workman. Therefore the points for consideration are answered against the workman and in favour of the management.

19. Point No.(iii):- In view of the findings on Point Nos.(i) & (ii) the workman is not entitled to the relief claimed by him as per this reference. The point is answered accordingly.

20. In the result an award is passed holding that the workman is not entitled to any relief claimed as per this reference.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 19th day of December, 2016.

SASIDHARAN K., Presiding Officer

APPENDIX

Witness for the Workman NIL

Witness for the Management

MW1 10.02.2015 Shri. Tom P. Roy

Exhibit for the Workman NIL

Exhibit for the Management

M1 - Enquiry File

नई दिल्ली, 22 मई, 2017

का.आ. 1326.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 08/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.05.2017 को प्राप्त हुआ था।

[सं. एल-41011/106/2013-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 22nd May, 2017

S.O. 1326.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2014) of the Central Government Industrial Tribunal-cum-

Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workman, received by the Central Government on 22.05.2017.

[No. L-41011/106/2013-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 08th April, 2017

Reference : (CGITA) No. 08/2014

1. The General Manager,
Western Railway,
Churchgate,
Mumbai – 400020
2. The Sr. Divisional Engineer (West),
Western Railway, Near Chamunda Bridge, Asarwa,
Ahmedabad (Gujarat)
3. The Additional Divisional Railway Manager,
Western Railway, Near Chamunda Bridge, Asarwa,
Ahmedabad (Gujarat)
4. The Assistant Divisional Engineer (NW),
Western Railway, Near Sararpur Railway Bridge,
Shaher Kotda Police Station,
Ahmedabad (Gujarat)

...First Party

V/s

The Divisional Secretary,
Paschim Railway Karmachari Parishad,
28/B, Narayan Park, Behind Chandkheda Railway Station,
Sabarmati,
Ahmedabad (Gujarat)

...Second Party

For the First Party : :

For the Second Party : Shri R.S. Sisodia (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/106/2013-IR(B-I) dated 03.01.2014 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Sr. Divisional Engineer (West), Western Railway, Ahmedabad and others in issuing modified charge sheet vide 25.03.2013 to Shri Sunil Kant, Trackman Gang No. 4, Sanand (Protected Workman) during the pendency of conciliation proceedings is justified? If not, to what relief the workman is entitled to?”

1. The reference dates back to 03.01.2014. Despite service on all the parties, neither of the parties submitted their statement of claim or written statement as the case may be. Today on 08.04.2017 in the Mega Lok Adalat, Shri R.S. Sisodia on behalf of the Divisional Secretary, Paschim Railway Karmachari Parishad expressed unwillingness to prosecute the reference.

2. Therefore, the reference is disposed of as not pressed.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 22 मई, 2017

का.आ. 1327.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार परिचम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 37/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.05.2017 को प्राप्त हुआ था।

[सं. एल-41011/130/2010-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 22nd May, 2017

S.O. 1327.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workman, received by the Central Government on 22.05.2017.

[No. L-41011/130/2010-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 08th April, 2017

Reference : (CGITA) No. 37/2011

1. The Chief Signal and Telecom Engineer,
Western Railway,
Churchgate,
Mumbai
2. The Works Manager,
Signal Workshop,
Western Railway, Sabarmati, D Cabin,
Ahmedabad (Gujarat) ...First Party

V/s

The President,
Paschim Railway Karmachari Parishad,
28/B, Narayan Park, Behind Chandkheda Railway Station,
Sabarmati,
Ahmedabad (Gujarat) ...Second Party

For the First Party : :

For the Second Party : Shri R.S. Sisodia (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/130/2010-IR(B-I) dated 03.05.2011 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDEULE

“Whether the action of the management of Works Manager, Signal Workshop, Western Railway, Sabarmati, Ahmedabad by changing the category of Shri LaxmanAmtha, Jeep Driver, to Fitter is legal and justified? To what relief the union/workman is entitled?”

1. The reference dates back to 03.05.2011. After service on all the parties, the second party submitted his statement of claim Ex. 3 but the first party did not submit the written statement. Today on 08.04.2017 in the Mega LokAdalat, Shri R.S. Sisodia on behalf of the President, Paschim Railway Karmachari Parishad expressed unwillingness to prosecute the reference.

2. Therefore, the reference is disposed of as not pressed.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 22 मई, 2017

का.आ. 1328.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 53/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.05.2017 को प्राप्त हुआ था।

[सं. एल-41011/69/2008-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 22nd May, 2017

S.O. 1328.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 22.05.2017.

[No. L-41011/69/2008-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : M. V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/53 of 2009

EMPLOYERS IN RELATION TO THE MANAGEMENT OF
WESTERN RAILWAY

The Divisional Railway Manager (E)
Western Railway
Mumbai Division
Mumbai Central
Mumbai-400008.

AND

THEIR WORKMEN

The Secretary
Paschim Railway Karmachari Parishad
33, Moti Bhuvan, 2nd floor
Dr. D'Silva Road
Dadar (W)
Mumbai 400 028.

APPEARANCES :

FOR THE EMPLOYER : Mr. Abhay Kulkarni, Advocate

FOR THE WORKMEN : Mr. M. B. Anchani, Advocate

Mumbai, dated the 4th April, 2017

AWARD PART-II

1. The Government of India, Ministry of Labour & Employment by its Order No.L-41011/69/2008-IR (B-I) dated 11.06.2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Western Railway Administration, Mumbai by terminating the services of Shri Ashok Kumar Yadav, Bungalow Peon, is justified? If not, to what relief is the workman?”

2. After receipt of the reference, notices were issued to both the parties. In response to the notice, the second party union filed their statement of claim at Ex-6. According to them workman Ashok Kumar Yadav was appointed as Bungalow Peon since 26/12/2005 at the Bungalow of Ms. Rita Raj, Divisional Commercial Manager, Western Railway at Baroda. After completing 120 days he was granted temporary status from 6/1/2006. In May 2007, Ms. Rita Raj was transferred from Baroda to Mumbai. On her application her Bungalow Peon i.e. Workman, Ashok Kumar Yadav was also transferred to Mumbai and he was working at her Bungalow. He worked there from 03/09/2007 to 14/09/2007. On 14.9.2007 workman had been to the Bungalow of Ms. Rita Raj to resume his duty. However she did not allow him to resume his duty. Therefore on the next day workman made representation to Ms. Rita Raj. Inspite of that she did not allow him to join his duties. The workman therefore made complaint to President of their union and also filed complaint with Police and sent representation to Divisional Manager, Western Railway with a request to allow him to join his duties. However he did not get any reply. Therefore he used banner with a request to DRM to allow him to join his duty. Ms. Rita Raj called RPF Personnel and they assaulted and beat the workman. Therefore he was admitted in the hospital. The workman was never absent. On the other hand he was not allowed to join his duties by Ms. Rita Raj.

3. The workman was charge-sheeted for the charge that he had made STD calls from the residential telephone of Ms. Rita Raj. Another charge leveled was that he was unauthorisedly absent from duty from 14/09/2007. The workman was not given opportunity for his explanation in respect of the charges of making STD calls from the residential telephone of Ms. Rita Raj with her permission. He had also paid the charges thereof. He was never absent from duty. On the other hand Ms. Rita Raj did not allow him to resume his duties. In the inquiry proceeding Ms. Rita Raj was important witness. However neither she was examined nor was made available for cross examination. Inspite of that Inquiry Officer held him guilty and his services were terminated. The workman was not given sufficient opportunity to defend himself. The Inquiry Officer has violated the Principles of Natural Justice. Therefore the workman has raised industrial dispute. As conciliation failed, on the report of ALC (C) the Central Labour Ministry has sent the reference to this Tribunal. The union therefore prays that the order of termination be set aside and the workman be reinstated in service with full back wages with continuity of service.

4. The first party management resisted the statement of claim vide its written statement Ex-14. According to them while working as a Bungalow Peon at Vadodara in the absence of Ms. Rita Raj the workman used to make STD calls from her residential telephone without her permission and warning notice was issued to him in that respect of 18/08/2006. In reply thereto the workman admitted the facts and had apologized in writing. After transfer of Ms. Rita Raj to Mumbai, the workman was also transferred to Mumbai. However he remained unauthorisedly absent from 14/09/2007. Due to which Ms. Rita Raj suffered great difficulties. Though he was absent from duty, he used to visit office of DRM, BCT. He also requested Mr. Haridas G. to issue him sick memo. He advised him to report his duty as he was not sick. Competent Authority issued charge sheet dt.9/10/2007 to the workman for the aforesaid STD calls as well as for unauthorized absence. Initially workman refused to accept the charge sheet as it was in English and required it in Hindi. Subsequently he accepted the charge-sheet. The Inquiry Officer was appointed and departmental inquiry was initiated against the workman. The Inquiry Officer conducted the inquiry as per the rules. He recorded the evidence of the management. Opportunity was given to the workman to cross examine the management witnesses. The workman was also given an opportunity to lead his evidence. After completion of the hearing the Inquiry Officer held the workman guilty. Accordingly he sent his report to the disciplinary authority. Disciplinary Authority sent the copy of the report to the workman with show cause notice. After giving him hearing the disciplinary authority terminated the services of the workman. The inquiry was fair and proper and findings of the Inquiry Officer are in consonance with the evidence on record. The punishment of termination is the appropriate punishment. Therefore management submits that it needs no interference. Therefore they pray that the reference be rejected with cost.

5. In view of Award Part – I, dated 09.06.2014, this Tribunal has held that the inquiry is not fair and proper and the findings of the Inquiry Officer are perverse. As per Award Part – I dated 09.06.2014 opportunities given to the first party management to prove the charges by leading evidence.

6. In view of that first party management led additional evidence by filing affidavit Ex.35 and filed pursis Ex.36. The concerned workman has also filed his additional evidence by filing affidavit Ex.37 and filed pursis Ex-38.

7. Second party workman has then filed written arguments Ex.39. First party management has filed written arguments Ex.40.

8. Following issues are framed at Ex.7. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1.	Whether the inquiry is fair and proper ?	No
2.	Whether the findings of I.O. are perverse ?	Yes
3.	If not, whether the punishment of removing Shri Ashok Kumar Yadav from the services of Western Railway is adequate ?	No
4.	Whether the workman deserves to be reinstated with full back wages ?	Yes
5.	What order ?	As per final order

REASONS

Issues Nos. 1&2:-

9. So far these issues are concerned as per Award Part – I, there is finding of fact that the inquiry is not fair and proper and the findings of the Inquiry Officer are perverse. However, the opportunities are given to the first party management to prove the charges by leading evidence. In view of that first party management has adduced the evidence of Ms. Asha Dhute who is APO/Traffic with Western Railway. She reiterates that the concerned workman was appointed as Bungalow Peon w.e.f. 26.12.2005 and prior to said appointment he was performing the duties as substitute Bungalow Peon. According to her, the concerned workman was assigned duties at Bungalow and then Sr. DCM/DRC at Vadodara and as per the rules and regulations and guidelines, the official is allotted Bungalow Peon only once and the workman concerned prior to May 2007 was allotted duties at the Bungalow of Ms. Rita Raj.

10. In the case, in respect of first charge as against the concerned workman of making the STD calls, the workman has not denied that he made STD calls as his mother was ill. According to the concerned workman, the STD calls were made by him with the permission of Ms. Rita Raj. It is further contended by him that he has paid the charges of STD calls. It has came in evidence of Ms. Asha Dhute, the witness of the management that after transfer of Ms. Rita Raj to Mumbai as Sr. DOM / BCD, the concerned workman was also transferred to Mumbai and he was staying at the Bungalow of Ms. Rita Raj.

11. So far the inquiry proceedings against the concerned workman are concerned, it is made clear that Part – I Award has not been challenged by the management. Precisely, therefore this witness in his evidence has not commented upon the enquiry proceedings. It appears that he was not the complainant, Ms. Rita Raj was the complainant in respect of allegations as against the workman and this fact is admitted by this witness in her cross examination. Admittedly, therefore Ms. Rita Raj was the concerned and only witness in respect of both the charges leveled against the workman. Even after Award Part – I was passed, the management has not examined Ms. Rita Raj who was the main and most important witness. Therefore, the findings hold good to the effect that non-examination of such material witness was denial of reasonable opportunity to the workman.

12. In support of this, again reliance is placed by the Learned Counsel for the concerned workman on the decision in case of Central Administrative Tribunal (Patna Bench) in CCS Dwivedi V/S. Union of India & Ors. 1989 (4) (CAT – 892).

“In that case the applicant was charged that he has taken money and given the chit to passenger to travel and did not credit the money. In that case neither the chit was produced nor passenger was examined as witness. In the circumstances the tribunal quashed the order of disciplinary authority by observing that ‘non-examination of such witness was denial of reasonable opportunity to the workman’.

13. According to the workman, he had used the said telephone with the permission of Ms. Rita Raj and he also paid the charges thereof. The said charge was of the year 2006. Even the management witness admitted that the charges of the calls made by the workman were recovered from his salary. In the circumstances whether the STD calls were made

with the permission of Ms. Rita Raj was the important aspect for which again Ms. Rita Raj was the important witness. Her non-examination therefore goes to the root of matter. It was expected of the management to examine Ms. Rita Raj to prove the allegations or the charges since she has not been examined by the management. It will have to be said that the management has failed to prove the charges by adducing oral evidence. Because the evidence of Ms. Asha Dhute relied upon by the management is of no consequences especially when she also admits that Ms. Rita Raj was the complainant even in respect of charges of making phone calls and absenteeism of the workman on duty at her residence.

14. It is evidence of the workman that he was not allowed by Ms. Rita Raj to enter in the Bungalow premises. In this respect, the management witness Ms. Asha Dhute does not know whether Ms. Rita Raj did not allow the concerned workman to enter in the Bungalow premises. In respect of this charge as against the workman it was expected of the management to examine Ms. Rita Raj to prove the charges by adducing oral evidence but she has not been examined and has not made available for cross-examination. That amounts to denial of reasonable opportunity to the workman to defend himself. It is violation of principle of natural justice. The evidence so far adduced by the management for proving these charges is not sufficient since the material evidence of Ms. Rita Raj is withheld and Ms. Asha Dhute, the management witness cannot say whether the workman was not allowed to work by Ms. Rita Raj. Even that is the position then it cannot be said that that the workman was unauthorisely absent on duty. The charges in respect of his absenteeism on duty has not been proved by leading oral evidence by the management though opportunity is given to the first party management to prove the charges by leading evidence.

15. Even then the Learned Counsel for the management submitted that the workman concerned has admitted that he used residential telephone for making STD calls without permission of Ms. Rita Raj and therefore he was issued warning notice dated 18.6.2006. Submission is to the effect that the workman admitted the facts and apologized and even allowed the railway administration to deduct the said amount from his wages and therefore on his admission the charge of making unauthorised STD calls is proved. It is submitted that in respect of un-authorised absence of the workman, it is not even his case that he was sick and therefore workman/s letter of apology and admission of the workman in the said apology letter dated 14.7.2008 which is produced at page 192 in the documents filed on behalf of the workman along with list of documents dated 5.2.2014. It is sufficient to prove the charges leveled against the workman.

16. It is not possible to countenance view profounded by Learned Counsel for the management, because on the basis of complaint of Ms. Rita Raj the charges have been framed. Ms. Rita Raj has also issued charge-sheet to the workman. She is also disciplinary authority to the workman. She had passed removal order of the workman. So in this case the same person is the complainant and also the disciplinary authority. This is against the principles of natural justice and it will have to be said that while conducting the enquiry against the concerned workman, principle of natural justice have not been followed. Learned Counsel for the concerned workman refer to the government circular dated 9.11.1990 to submit that whenever it is noticed that the disciplinary authority of the railway servant is himself involved in the case, she should not act as disciplinary authority for railway servant concerned. If that is the rule to be followed while conducting the enquiry against the workman then it will have to be said that the enquiry against the concerned workman is not conducted as per the rules and therefore again the enquiry is held to be not fair and proper.

17. Consequently, I hold that the findings of the Inquiry Officer are perverse as he has not given fair and proper opportunity to the workman to defend himself. Even if the opportunities were given to the first party management to prove the charge by leading evidence, the management has not adduced evidence of Ms. Rita Raj though she is material witness. It will have to be said therefore that the management has not proved the above issues and hence Issue No.1 is answered in negative and Issue No.2 is answered in affirmative to the effect that the findings of the Inquiry Officer are perverse.

Issues Nos. 3 & 4.

18. Once we come to the conclusion that the enquiry is not fair & proper and the findings of the Inquiry Officer are perverse then obviously there is no question of adequacy of punishment since the punishment awarded deserves to be set aside.

19. Even then Learned Counsel for the management submitted that the question of integrity of the workman is material because the workman concerned goes to the extent of lodging police complaint against the officials with the allegations that RPF Personnel at the instance of Ms. Rita Raj assaulted him. Submission is to the effect that such allegations are only the figment of imagination of workman and he also failed to prove the same before the court and before the tribunal.

20. In my considered view, this submission is not acceptable because it was for the management to prove the charges. The charges are not proved by the management by leading evidence and therefore no question of integrity arises on the ground that the concerned workman has lodged complaint against Ms. Rita Raj. Even in that respect, the concerned workman in his evidence has stated that in respect of police complaint filed by him, police have not taken the

action against the RPF. But then the fact remains that he has filed the complaint with such allegations wherein he has stated that RPF man had beaten him and he was injured and was admitted in Jagiyan Ram Railway Hospital, Mumbai Central for treatment. In view of that Learned Counsel for the concerned workman refer to the document at pages 114, 115 of the list of documents of the concerned workman. When the management has not proved the charges leveled against the concerned workman, contention of the management as regards to the integrity of the concerned workman shall fall out.

21. Realising this difficulty, the Learned Counsel for the management submitted that even if the charges are not proved the workman is not entitled for reinstatement and full back wages as a matter of law because the tribunal should be cautious in exercising this discretionary power in such cases.

22. Submission is also to the effect that as per the settled principle of law no workman is entitled to back wages if he fails to prove that he seriously attempted to obtain alternative employment but failed. Submission is that in this case the workman has not produced cogent evidence before this tribunal that he indeed made serious attempts to obtain alternative employment and therefore he is not entitled to back wages.

23. As a matter of fact, it has come on record that in respect of charges for making telephone calls it was unduly delayed action of the management. So from the facts of the present case it cannot be said that the action of the management is justified. The concerned workman was appointed as a Bungalow Peon from 26.12.2005. After completing 120 days service, he was granted temporary status from 6.5.2006 and thereafter he was a regular railway servant. When the action of management cannot be justified then in that circumstances the concerned workman is entitled to reinstatement and back wages. Hence, I hold that the punishment of removing concerned workman from the services of Western Railway is improper and illegal. The concerned workman is entitled to relief of reinstatement and back wages. Issues Nos. 3 & 4 are therefore answered accordingly.

Issue No.5.

24. In view of my findings to the above issues, I pass the following order.

ORDER

- (i) The inquiry is held not legal and proper. The findings of the Inquiry Officer are declared as perverse.
- (ii) Order of termination of the workman is set aside.
- (iii) Workman be reinstated with 30% back wages of his last pay with continuity of service.

Date: 04/04/2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 23 मई, 2017

का.आ. 1329.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 12/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/55/2012-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 23rd May, 2017

S.O. 1329.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 23.05.2017.

[No. L-12012/55/2012-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

DATED : 30th DECEMBER, 2016

PRESENT : Shri V. S. RAVI, Presiding Officer

C R No. 12/2013

I Party

Shri. R K Sagargol,
S/o Kalappa Sagargol,
Temporary Messenger, Rudraswamy
St., Mara Jamkhandi, Jamkhandi,
Bagalkot District

II Party

The General Manager,
State Bank of India,
St. Marks Road,
Kunjathbail Post, Kavoor,
Bangalore - 560001

AWARD

1. The Central Government vide Order No.L-12012/55/2012-IR(B-I) dated 05.03.2013 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the action of the management of State Bank of India in terminating the services of Shri. R.K. Sagargol is justified? If not, to what relief the workmen is entitled to?”

2. After the receipt of the reference, the matter has been registered on the file of this Tribunal and notices have been sent for both parties. None appeared for the I party and I party also called absent. Infact, notice of hearings have been sent to the I party by RPAD in Transaction No A RK345401554 IN, Dated 22.11.2016 through the Department of Posts, India and also acknowledgment received regarding the receipt of the notice by the I Party. Still, no representation has been made on behalf of I party and also, I party is called, absent.

3. On perusal of records already notices have been sent and, the said notices have been served to both the parties and the RPAD acknowledgment cards have been received by this Tribunal. Hence, it is found that inspite of giving sufficient and adequate chances by issuing notices of hearing to I party, the I party has not made any appearance. In such circumstances, the matter is posted for passing Award, after the perusal of entire records brought on record.

4. Further, from the above mentioned circumstances, it would be very much clear, in the present matter, that the I party has no interest to contest the present matter, inspite of the service of notices of hearing to the I party. It is for the I party to make out a case that I party is entitled to the above mentioned benefits and that the management has done a mistake by denying the said benefits. Further, on behalf of the II party, Sri. V.A. Byatnal, Advocate of the II Party, reported that the II party has not violated any provisions of the Rules. Under the above mentioned special circumstances and peculiar facts, this Tribunal is constrained to pass appropriate award, after the perusal of materials available on record.

5. Since no appearance has been made and also claim statement has not been filed and further no case has been made out by I party and the present reference has only to be rejected for non- prosecution. Therefore, keeping in view the conduct of I party in, not appearing before this Tribunal, even though notices have been sent to the I party by way of RPAD and the conduct of I Party in not filing claim statement, in support of the said reference, it is crystal clear that the I party is no more interested in prosecuting the claim against II party. In the result and also in above mentioned facts and situations, it is to be held that the present reference has to be rejected, for non prosecution and no useful purpose will be served in keeping the proceedings any more pending. Hence the following award.

AWARD

Reference is dismissed for non-prosecution.

(Dictated, transcribed, corrected and signed by me on 30th December, 2016)

V. S. RAVI, Presiding Officer

नई दिल्ली, 23 मई, 2017

का.आ. 1330.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 37/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.05.2017 को प्राप्त हुआ था।

[सं. एल-12025/01/2017-आईआर (बी-1)]

बी. एस. विष्ट, अनुभाग अधिकारी

New Delhi, the 23rd May, 2017

S.O. 1330.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 23.05.2017.

[No. L-12025/01/2017-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 1ST NOVEMBER, 2016

PRESENT : Shri V. S. RAVI, Presiding Officer

ID No. 37/2013

I Party

Sh A C Machaiah,
H.No. 198, SFS 407,
II Main, II Phase,
New Yelahanka Town,
Bangalore – 560064

II Party

The Chief General Manager
State Bank of India,
Local Head Office,
St. Marks Road,
Bangalore – 560001

1. The I Party filed the Claim Statement praying the relief as follows:

“To direct the II Party Management to reinstate I Party in his original post and pay him all consequential benefits and pass such other order or orders as deems fit under the circumstances of the case, in the interest of justice.” Mr. B. D. Kuttappa and Mr. D. R. Vishwanath Bhat, Advocates are for the I Party, and Mr. A. G. Shivananda, Advocate is for the II Party.

2. During course of the proceedings, a memo dated 21.10.2016 has been filed on behalf of I Party, signed by the I Party and also by the Counsel for the I Party. It is specifically stated in the said memo to dispose of, the present matter, as not pressed. It is pertinent to point out that the said memo has been signed by the I Party and also by the counsel of the I Party.

3. In the above mentioned facts and circumstances, it is to be held that the present application has to be disposed of, as not pressed, as prayed for in the said memo dated 21.10.2016 and no useful purpose will be served in keeping the proceedings any more pending. Hence the following:

AWARD

Reference is disposed of, as not pressed as per the memo dated 21.10.2016, filed by the I Party and also signed by the counsel for the I Party.

(Dictated, transcribed, corrected and signed by me on 1st November, 2016)

V. S. RAVI, Presiding Officer

नई दिल्ली, 23 मई, 2017

का.आ. 1331.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 07/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.05.2017 को प्राप्त हुआ था।

[सं. एल-12025/01/2017-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 23rd May, 2017

S.O. 1331.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 07/2016) of the Central Government Industrial Tribunal-cum-

Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 23.05.2017.

[No. L-12025/01/2017-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 1ST NOVEMBER, 2016

PRESENT : Shri V. S. RAVI, Presiding Officer

ID No. 07/2016

I Party

Sh A. C. Machaiah,
H.No. 198, SFS 407,
II Main, II Phase,
New Yelahanka Town,
Bangalore – 560064

II Party

The Chief General Manager
State Bank of India,
Local Head Office,
St. Marks Road,
Bangalore – 560001

1. The I Party filed the Claim Statement praying the relief as follows:

“To direct the II Party Management to reinstate I Party in his original post and pay him all consequential benefits and pass such other order or orders as deems fit under the circumstances of the case, in the interest of justice.” Mr. B. D. Kuttappa and Mr. D. R. Vishwanath Bhat, Advocates are for the I Party, and Mr. A. G. Shivananda, Advocate is for the II Party.

2. During course of the proceedings, a memo dated 21.10.2016 has been filed on behalf of I Party, signed by the I Party and also by the Counsel for the I Party. It is specifically stated in the said memo to dispose of, the present matter, as not pressed. It is pertinent to point out that the said memo has been signed by the I Party and also by the counsel of the I Party.

3. In the above mentioned facts and circumstances, it is to be held that the present application has to be disposed of, as not pressed, as prayed for in the said memo dated 21.10.2016 and no useful purpose will be served in keeping the proceedings any more pending. Hence the following:

AWARD

Reference is disposed of, as not pressed as per the memo dated 21.10.2016, filed by the I Party and also signed by the counsel for the I Party.

(Dictated, transcribed, corrected and signed by me on 1st November, 2016)

V. S. RAVI, Presiding Officer

नई दिल्ली, 23 मई, 2017

का.आ. 1332.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 15/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/86/2010-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 23rd May, 2017

S.O. 1332.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 23.05.2017.

[No. L-12012/86/2010-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALOREDATED : 02nd JANUARY, 2017

PRESENT : Shri V. S. RAVI, Presiding Officer

C R No. 15/2012

I Party

Smt. R. Nagarathna,
No. 153/1, 4th Cross, 1st Main Road,
Near Maramma Temple,
Bagalkunte,
Bangalore - 560073

Represented by: T.S. Anantharam,
Office Bearer of the Affiliated Union
(CITU), and N. Pratap Simha, Office Bearer of the
Affiliated Union (CITU) No. 103/1, 2nd Main Road,
8th Cross, Chamrajpet, Bangalore-18

II Party

The Chief Manager (H.R Section),
State Bank of India,
Local Head Office, St. Marks Road
Bangalore

AWARD

1. The Central Government vide Order No.L-12012/86/2010-IR(B-I) dated 17.05.2012 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the action of the management of State Bank of India, Bangalore in terminating the service of Smt. R. Nagarathna, w.e.f 21.12.2009, is legal and justified? To what relief Smt. R. Nagarathna is entitled?

2. After the receipt of the reference, the matter has been registered on the file of this Tribunal and notices have been sent for both parties. None appeared for the I party and I party also called absent. Infact, notice of hearings have been sent to the I party and also to the Office Bearers by RPAD through the Department of Posts, India and also acknowledgment received regarding the receipt of the notice. Still, no representation has been made on behalf of I party and also, I party is called, absent.

3. On perusal of records already notices have been sent to both the parties through the RPAD, by this Tribunal. Hence, it is found that in spite of giving sufficient and adequate chances by issuing notices of hearing to I party, the I party has not made any appearance. In such circumstances, the matter is posted for passing Award, after the perusal of entire records brought on record.

4. Further, from the above mentioned circumstances, it would be very much clear, in the present matter, that the I party has no interest to contest the present matter, in spite of the service of notices of hearing to the I party. It is for the I party to make out a case that I party is entitled to the above mentioned benefits and that the management has done a mistake by denying the said benefits. Further, on behalf of the II party, Sri. A.G. Shivananda, Advocate of the II Party, reported that the II party has not violated any provisions of the Rules and there is no Industrial Dispute and the dispute has been raised on frivolous grounds. Under the above mentioned special circumstances and peculiar facts, this Tribunal is constrained to pass appropriate award, after the perusal of materials available on record.

5. Since no appearance has been made by I party and the present reference has only to be rejected for non-prosecution. Therefore, keeping in view the conduct of I party in, not appearing before this Tribunal, even though notices have been sent to the I party by way of RPAD, in support of the said reference, it is crystal clear that the I party is no more interested in the case. In the result and also in above mentioned facts and situations, it is to be held that the present reference has to be rejected, for non prosecution and no useful purpose will be served in keeping the proceedings any more pending. Hence the following award.

AWARD

Reference is dismissed for non-prosecution.

(Dictated, transcribed, corrected and signed by me on 02nd January, 2017)

V. S. RAVI, Presiding Officer

नई दिल्ली, 23 मई, 2017

का.आ. 1333.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार देवी पटना क्षेत्रीय ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं. 47/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.05.2017 को प्राप्त हुआ था।

[सं. एल-12011/66/2002-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 23rd May, 2017

S.O. 1333.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 47/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Devi Patna Kshetriya Gramin Bank and their workmen, received by the Central Government on 23.05.2017.

[No. L-12011/66/2002-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : RAKESH KUMAR, Presiding Officer

I.D. No. 47/2003

Ref.No. L-12011/66/2002-IR(B-I) dated 29.04.2003

BETWEEN :

Sri Kanhaiya Lal Gond, General Secretary
Patan Bank Karmchari Sangh,
Sitaram Puram, Bahraich Road
Gonda (UP)-271001

AND

1. The Chairman,
Devi Patan Kshetriya Gramin Bank, HO
508 Phoolvila Malviya Nagar
Gonda (UP) 271001

AWARD

1. By order No. L-12011/66/2002-IR(B-I) dated 29.04.2003 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, Devi Patan Bank Karmchari Sangh, Gonda and the Chairman, Devi Patan Kshetriya Gramin Bank, Gonda for adjudication.

2. The reference under adjudication is:

“WHETHER THE DEMAND OF DEVI PATAN KSHETRIYA GRAMIN BANK KARMCHARI SANGH, GONDA FOR PAYMENT OF ONE ADVANCE INCREMENT TO ALL THE EMPLOYEES OF DEVI PATAN KSHETRIYA GRAMIN BANK AND (ii) FOR PAYMENT OF SPECIAL ALLOWANCE TO COMPUTER OPERATORS OF THE SAID BANK, BOTH W.E.F. 1.4.2000 ON PAR WITH THE NATIONALIZED COMMERCIAL BANK, IS LEGAL AND JUSTIFIED? IF SO, WHAT RELIEF THEY ARE ENTITLED FOR?”

3. As per the claim statement W-4, workmen Union has stated in brief that the one advance increment to the employees of the opposite party bank has not been sanctioned/paid whereas in accordance with Bipartite Settlement it should have been sanctioned, the salary of the employees of Sponsor bank viz. Punjab National Bank were revised in the light of 6th & 7th Bipartite Settlements. But the opposite party bank did not grant the pay scale due, between V & VI

Bipartite Settlement another settlement dated 19.10.1993 was arrived at between the concerned parties, the action of the bank not allowing the increment is unjustified and illegal. Another issue by the petitioner is regarding special pay payable to Computer Operators amounting to Rs.633/- in all computerized branches/offices, Computer operators have been working on the computer, even then opposite party bank is not paying the due computer allowance. With the aforesaid pleadings the petitioner has requested for payment of one advance increment to all the employees w.e.f. 01.11.1993 and special pay to computer operators from the date the said work was taken from those employees. As per list A1-15 several documents have been enclosed by the petitioner.

4. The opposite party bank has filed reply/statement A2-9/M-9 dated 22.07.2003 wherein allegations of the claim statement have been denied and the Section 17 of the RRB Act has been quoted therein. The opposite party has asserted that special increment to computer never existed on 31.03.2000. The benefit of computer allowance had been wrongly given to the employees of the bank in April 2001 without proper clarifications. Moreover, the opposite party is not competent authority to take decision on its own, it is a policy matter and it is implemented as per approval of the Central Government. Similarly the demand for advance increment is also unjustified and illegal and beyond the perview of the jurisdiction of the opposite party. It has also been emphasized that orders passed by Hon'ble High Court, Patna have been challenged before Hon'ble Supreme Court regarding management of RRB, Ara and Gaya and the matter is pending before Hon'ble Apex Court. The management has requested that the demand of petitioner is legally not tenable.

5. The petitioner with strong denial of the written statement/reply has filed rejoinder A1-11 reiterating the pleas taken in the claim statement. The management has filed several documents as per list C-12. Pendency of the aforesaid matter before Hon'ble Supreme Court has also been referred by the opposite party before this Tribunal. However, any direction/orders passed by the Hon'ble Supreme Court have not been filed by the parties before this Tribunal.

6. The petitioner Union for the concerned workman has not filed any affidavit or oral evidence in support of the claim statement. Therefore, no evidence was adduced on behalf of the management as well.

7. Despite the fact that several dates were given to both the parties and the case was fixed for hearing; arguments of the workman Union or his Learned AR were not advanced rather they refrained themselves from appearing in this Court. Arguments of Learned AR of the opposite party were heard at length and record has been scanned thoroughly.

8. The case has been pending in the Court for more than 13 years. Petitioner Union has failed to file any affidavit or oral evidence in support of its claim. Justification for sanction of one increment and special allowance to Computer Operator has not been supported by any cogent evidence and valid justification. In such circumstances sanction of any relief to the petitioner Union with regard to the demand referred by the Government, can not be sustained. Petitioner is not entitled to any relief. However, it may be quite pertinent to mention here that any directions given by the Hon'ble Supreme Court regarding the matter in issue, shall be binding on both the parties.

9. Award as above.

LUCKNOW
02.05.2017

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 23 मई, 2017

का.आ. 1334.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 38/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.05.2017 को प्राप्त हुआ था।

[सं. एल-12011/31/2013-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 23rd May, 2017

S.O. 1334.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 23.05.2017.

[No. L-12011/31/2013-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE

DATED : 20.09.2016

PRESENT : Shri V. S. RAVI, Presiding Officer

CR No. 38/2013

I Party

The Dy. Regional Secretary,
State Bank Staff's Union (Karnataka),
Administrative Unit,
Keshwapur,
HUBLI – 580 023

II Party

1. The Dy. General Manager & CDO, State Bank of India, Local Head Office, 65 St. Marks Road, Bangalore-560001
2. The Asst. Gen. Manager (Admn), SBI, Administrative Unit, Network II, TS Complex, Sholapur Road, Keshwapur, Hubli-58302
3. The Branch Manager, SBI, Sagar(G), Sahapur, Yadgiri District – 585323

AWARD

1. The Central Government vide Order No.L-12011/31/2013-IR(B-I) dated 22.07.2013 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the action of the State Bank of India management initiating proceeding against union member for taking case of non-member of union working in State Bank of India as casual is fair? To what relief the union members entitled?”

2. I party appeared, in person and presented the memo, dated 20.09.2016. It is clearly stated in the said memo as follows:-

“The aforesaid dispute does not survive, because the proceedings initiated against the union member has been dropped and no proceedings are pending against such union members. Accordingly, the first party does not press the reference and same may be dismissed as not pressed to meet the ends of justice.”

3. The contents of the said memo have been seen by the counsel for II party. No objection has been raised on behalf of the II party also, to pass an award as per the memo mentioned details filed by the I party. Hence, the said, memo is placed on record. In the circumstances, the reference is disposed of, as not pressed.

AWARD

In the result, the Reference is disposed of, as not pressed and the Award is passed accordingly.

(Dictated, transcribed, corrected and signed by me on 20.09.2016)

V. S. RAVI, Presiding Officer

नई दिल्ली, 24 मई, 2017

का.आ. 1335.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 117/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.05.2017 को प्राप्त हुआ था।

[सं. एल-41011/27/2012-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 24th May, 2017

S.O. 1335.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 117/2012) of the Central Government Industrial Tribunal-cum-

Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workman, received by the Central Government on 24.05.2017.

[No. L-41011/27/2012-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st April, 2017

Reference : (CGITA) No. 117/2012

1. The General Manager,
Western Railway,
Churchgate, Mumbai
2. The Dy. Mechanical Engineer (Loco),
Loco Carriage & Wagon Workshop,
Western Railway,
Dahod (Gujarat) ...First Party

V/s

The President,
General Workmen's Union,
Sinduri Matta Devasthan, S.T. Nagar Road,
Godhra (Gujarat) – 389001 ...Second Party

For the First Party : Shri M.M. Makhija

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/27/2012-IR(B-I) dated 17.08.2012 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDEULE

“Whether the demand of the union, General Workmen's Union, for payment of Provident Fund, gratuity with interest and 2/3rd of family pension w.e.f. 20.10.1983 to Smt. Manguben Chandrabhan Singh Thakor W/o Late Shri Chandrabhan Singh M. who was removed from service w.e.f. 20.10.1983, is legal and justified? To what relief Smt. Thakor is entitled?”

1. The reference dates back to 17.08.2012. After service to the parties, the second party submitted the statement of claim Ex. 6 on 01.02.2013 and the first party submitted the written statement Ex. 9 and 10 on 16.07.2016 along with documents vide list Ex. 11.
2. Now today on 21.04.2017, Shri J.K. Ved, the President, General Workmen's Union representing the second party workman expressed unwillingness to prosecute the case and to withdraw the reference.
3. Thus the reference is finally disposed of as withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 मई, 2017

का.आ. 1336.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 22/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.05.2017 को प्राप्त हुआ था।

[सं. एल-41012/47/2006-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 24th May, 2017

S.O. 1336.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workman, received by the Central Government on 24.05.2017.

[No. L-41012/47/2006-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 27th April, 2017

Reference : (CGITA) No. 22/2007

1. The Divisional Railway Manager,
Western Railway,
Pratapnagar, Baroda – 390004
2. The Divisional Electrical Engineer (TRS),
Western Railway, Baroda Yard,
Baroda ...First Party

V/s

The Hon. President,
Genera Workmen' Union,
Sinduri Mata Devasthan,
S.T. Nagar Road, P.O. Godhra,
Panchmahal (Gujarat) – 389001 ...Second Party

For the First Party : Shri Rajesh Singh Thakur
For the Second Party : Shri J.K. Ved (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/47/2006-IR(B-I) dated 07.02.2007 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Additional Divisional Railway Manager, Western Railway, Baroda imposing penalty of lowering the basic salary from Rs. 4600 to Rs. 4200 for a period of six months with cumulative effect is legal, proper and just? If not, to what relief the concerned workman Shri Farooq Ahmed G. Shaikh is entitled to?”

1. The reference dates back to 07.02.2007. The second party submitted the statement of claim Ex. 12 on 07.10.2007 but today on 27.04.2017, Shri J.K. Ved, The Hon. President, General Workmen' Union, has requested to withdraw the reference.

2. Hence the reference is dismissed as withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 मई, 2017

का.आ. 1337.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 09/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.05.2017 को प्राप्त हुआ था।

[सं. एल-41012/137/2007-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 24th May, 2017

S.O. 1337.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 09/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workman, received by the Central Government on 24.05.2017.

[No. L-41012/137/2007-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 27th April, 2017

Reference : (CGITA) No. 09/2011

The Divisional Railway Manager,
Western Railway,
Kalupur,
Ahmedabad (Gujarat) ...First Party

V/s

The Divisional Secretary,
Paschim Railway Karmachari Parishad,
Shastri Pole,
Kothi,
Baroda (Gujarat) – 390001 ...Second Party

For the First Party : Shri N.J. Acharya

For the Second Party : Shri R.S. Sisodia (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/137/2007-IR(B-I) dated 06.01.2011 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Paschim Railway Karmachari Parishad to give compassionate appointment to Shri Rajeshbhai Dalsukhbhai, elder son of late Shri Dalsukhbhai Somabhai who died while in service on 20.02.1996 is legal, proper and just? To what relief the concerned workman is entitled to?”

1. The reference dates back to 06.01.2011. In response to the notice issued by the tribunal, the second party union Paschim Railway Karmachari Parishad through its Secretary R.S. Sisodia submitted the statement of claim Ex. 6 alleging that the workman Dalsukhbhai Somabhai died while in service on 20.02.1996 and the second party union Paschim Railway Karmachari Parishad hereinafter referred to as union raised and submitted a charter of demand vide letter 19.02.2007 before the Assistant Labour Commissioner Baroda where the conciliation proceedings were initiated before the Conciliation Officer cum Assistant Commissioner of Labour but the conciliation proceedings failed. The Conciliation Officer cum Assistant Commissioner of Labour referred the matter to the union Government which referred the matter to this tribunal by way of this reference. It has been further alleged that the deceased workman Dalsukhbhai Somabhai was appointed as Gang-man on 03.10.1978 and continued to service the first party till 20.02.1996 when he died in service. On 20.02.1996, his son Rajeshbhai Dalsukhbhai applied for compassionate appointment in place of his father within 6 months of death of his father but the first party did not decide the application despite in order. Therefore, he approaches the union. It is further alleged that the deceased workman Dalsukhbhai Somabhai served the first party without any spot on his career. It has been further alleged that the widow of the deceased workman remarried and submitted the no-objection in case the son of the deceased workman is appointed on compassionate ground. It is further alleged that the first party did not appoint on compassionate ground in the garb of circular dated 18.04.1984 wherein it is the condition precedent that the widow should not remarry. To this argument, the second party has alleged that the application of the son of the deceased workman was not decided in time, therefore, his widow under pressure and to this argument of the first party, the union has alleged that the aforesaid circular does not apply in the case because the application for appointment on compassionate ground was applied in time and widow at that point of time has submitted no objection then in such case, the appointment would have been made and the circular was not hurdle in the appointment on compassionate ground as the applicant was the son of the deceased workman. The union has also submitted the copy of the death certificate of the workman, application on compassionate appointment etc.

2. On 10.01.2014, the second party union moved an application Ex. 10 for amendment of the statement of claim regarding the name of the son of the deceased workman to be read as "Rajeshbhai Dalsukhbhai" instead of Raheshbhai Dalsukhbhai. Same was allowed.

3. The first party submitted the vakalatpatra of his advocate on 28.04.2011 in response to the notice but did not prefer to submit the written statement despite the fact that the advocate for the first party Shri N.J. Acharya used to attend the tribunal on most of the dates. The first party given dozen of dates to submit the written statement but did not prefer to submit the written statement, therefore, on 05.02.2016, the case was ordered to proceed on ex-parte.

4. In support of the statement of claim Ex. 6, the second party union submitted the affidavit of Rajeshbhai Dalsukhbhai on 10.03.2017 reiterating the averments made in the statement of claim which are unrebutted as the first party did not prefer to file written statement as well as the affidavit.

5. Thus in light of the evidence of the second party, the reference is disposed of with the observation as under: "the demand of Paschim Railway Karmachari Parishad to give compassionate appointment to Shri Rajeshbhai Dalsukhbhai, elder son of late Shri Dalsukhbhai Somabhai who died while in service on 20.02.1996 is legal, proper and just."

6. The first party is directed to give appointment at appropriate post considering the qualification of the applicant son of the deceased workman within 60 days of the publication of the award.

7. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 मई, 2017

का.आ. 1338.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं. 15/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.05.2017 को प्राप्त हुआ था।

[सं. एल-41012/12/2015-आईआर (बी-I)]

बी. एस. विष्ट, अनुभाग अधिकारी

New Delhi, the 24th May, 2017

S.O. 1338.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2015) of the Central Government Industrial Tribunal-cum-

Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Northern Railway and their workmen, received by the Central Government on 24.05.2017.

[No. L-41012/12/2015-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : RAKESH KUMAR, Presiding Officer

I.D. No. 15/2015

Ref.No. L-41012/12/2015-IR(B-I) dated 20.04.2015

BETWEEN :

Sri Dinesh Chorasia
S/o Late Sri Ganesh Prasad,
548/197, Pal Atta Chakki, Surya Nagar
Rajajipuram
Lucknow-226017

AND

1. The Divisional Railway Manager,
Uttar Northern Railway
New Delhi-11:0001
2. The Divisional Railway Manager
Northern Railway,
DRM Office, Hazratganj
Lucknow
3. M/s Shahid Faizan Ahmed & Brothers
654, Begum Ka Makbara
Janpad, Faizabad

AWARD

1. By order No. L-41012/12/2015-IR(B-I) dated 20.04.2015 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Sri Dinesh Chorasia S/o late Sri Ganesh Prasad, Lucknow and the DRM, NR of Lucknow/New Delhi for adjudication.

2. The reference under adjudication is:

“KYAN M/S SHAHID FAIZAN AHMED AND BROTHERS, FAIZABAD WA PRABANDHAN, UTTAR RAILWAY, LUCKNOW DWARA SRI DINESH CHOURASIA S/O LATE SRI GANESH PRASAD KO DINANK 25.1.2013 KO NAUKRI SE NIKALA JANA NYAYOCHIT EVAM VAIDH HAI? YADI NAHIN TO VADI KIS RAHAT KO PAANE KA HAKDAR HAI?”

3. The Schedule letter dated 20.04.2015 was received in this Court on 13.5.2015, ID case was registered accordingly and notices through registered post were issued to both the parties. On the next date Learned AR Sri Siraj Ahmed for the workman appeared in the court and filed his authority. Opportunity was given to submit claim statement. On behalf of Northern Railway Sri U.K. Bajpai filed his authority. More than 12 days were given, several adjournment applications were allowed but no claim statement was filed in the Court on behalf of the workman. On 18.10.2016, 20.12.2016, 10.02.2017 and 17.02.2017, none appeared in the court for the workman.

4. Learned AR for DRM, NR, Sri U.K. Bajpai submitted that the workman might not be interested to further proceed with the case, and his grievance might have been redressed.

5. Arguments of Learned AR of the management were heard at length, record available before the court was perused. Despite being provided sufficient opportunity, the workman did not appear in the court on several dates, neither any claim statement was filed on his behalf. Moreover further time was also not sought and no reason was assigned by the Learned AR of the workman for not filing the claim statement. Learned AR for the management vehemently argued that the petitioner workman is not entitled to any relief in this case, and the impugned order if any passed by the management, is fully justified and legal.

6. After having heard the Learned AR of the management and perusal of the record, it is inferred that the legality or validity of the alleged impugned order dated 25.01.2013 passed by the management by which the petitioner workman was removed from his services, can not be adjudicated under such circumstances. The concerned workman is not entitled to any relief.

7. Award as above.

LUCKNOW
28.04.2017

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 24 मई, 2017

का.आ. 1339.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जयपुर थार ग्रामीण बैंक के पबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 41/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.05.2017 को प्राप्त हुआ था।

[सं. एल-12011/01/2013-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 24th May, 2017

S.O. 1339.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Jaipur Thar Gramin Bank and their workmen, received by the Central Government on 24.05.2017.

[No. L-12011/01/2013-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

BHARAT PANDEY, Presiding Officer

I.D. 41/2013

Reference No.L-12011/01/2013-IR(B-I) dated: 30.7.2013

1. The General Secretary
Jaipur Thar Gramin Bank Officers Union
K-103, Huddko Pratap Nagar,
Jodhpur
2. The General secretary
Jaipur Thar Gramin Bank Karmachari Union,
K-103, Huddko Pratap Nagar,
Jodhpur.

V/s

The President
Jaipur Thar Gramin Bank
Head Office, Kisan Bhawan,
Lal Kothi, Tonk road,
Jaipur.

AWARD

30.3.2017

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

क्या जयपुर थार ग्रामीण बैंक, प्रधान कार्यालय, जयपुर के द्वारा भेदभाव पूर्ण तरीके को अपनाते हुए ट्रॉसपोर्ट अलाउन्स केवल जयपुर, दौसा, नागौर क्षेत्र में कार्यरत कर्मियों को दिया जाना एवं जोधपुर, जैसलमेर व बाडमेर जिलों में कार्यरत कर्मियों को यह भत्ता नहीं दिया जाना न्यायोचित एवं न्यायसंगत है यदि नहीं तो यूनियन किस अनुतोष का अधिकारी है ?

2. According to statement of claim dated 7.1.2014 submitted by General Secretary of the Union, briefly facts of the case is that vide notification dated 25.2.2013 Marwar Gramin Bank and Jaipur Thar Gramin Bank have been amalgamated. After amalgamation of above mentioned two banks the new bank in existence is called Marudhara Gramin bank. Accordingly after amalgamation of the both banks new union of the workmen is known as " Marudhara Gramin Karamchari Union" and union of the officers of the bank is known as " Marudhara Gramin Bank Officers Union".

3. It has been further alleged that presently employees of Marwar Gramin Bank are paid transport allowance at the rate of Rs.150/- per month and employees of Jaipur Nagore Gramin Bank are paid at the rate of Rs.65/- per month but employees of Thar Anchalik Gramin Bank are not paid any amount in the name of transport allowance. It has been further alleged that transport allowance should be paid in accordance with settlement of I.B.A., sponsoring bank and direction of the Government of India.

4. Finally, it has been prayed that looking into different rates of transport allowance existing among the employees of different banks order be passed for payment of Rs.275/- per month to be paid to all the employees from the time of first amalgamation in January, 2006 according to present settlement between SBBJ & IBA.

5. From perusal of order sheet it shall appear that after filing statement of claim on 7.1.14 none has appeared from applicant side till the last date on 28.3.2017. After 7.1.14, 18 dates have been fixed consecutively to different proceedings in the cases but applicant has failed to appear on any subsequent date till 28.3.2017 to take part in further proceeding to assist the tribunal for further proceeding in the case.

6. Opposite party bank has appeared on 24.3.2014 and next date 9.6.14 has been fixed for filling reply but opposite party. Applicant has been absent on 24.3.14. On 9.6.14 applicant was absent and learned representative for opposite party appeared and alleged that applicant has not filed statement of claim in proper name of the parties as per reference hence, opposite party has not been able to file reply to statement of claim. Opposite party further moved an application on 9.6.14 against applicant to proceed ex-parte against him because of continuous absence of applicant. The application of opposite party was allowed on 9.6.14 and order was passed by tribunal that case shall proceed ex-parte against applicant. Next date 16.6.14 was fixed for ex-parte hearing against applicant.

7. On 16.6.14 adjournment of opposite party was allowed and next date 17.6.14 was fixed for ex-parte hearing against applicant on 17.6.14. On 17.6.14 again none appeared for applicant. Learned representative for opposite party appeared and alleged that change in reference is required. He alleged that in reference in place of " Jaipur Thar Gramin Bank" name of " Marudhara Rajathan Gramin Bank" is to be mentioned because " Jaipur Thar Gramin Bank" has been merged with " Marwar Gramin Bank" with new name " Marudhara Gramin Bank" and " Mewar Gramin Bank" has been merged with " Marudhara Gramin Bank" with new name " Marudhara Rajasthan Gramin Bank". Accordingly, order was passed on 17.6.14 that notice be sent to applicant to take step for change of name of the bank in statement of claim. Opposite party was directed to file notification of merger of banks so that step may be taken to bring change in reference regarding change of name of banks.

8. Till 8.3.2017 applicant neither appeared before tribunal nor took any step for corrigendum in reference or amendment in statement of claim. A notice dated 8.3.2017 was sent to applicant which reads as under :-

सेवा में,

जनरल सेकेट्री,
जयपुर थार ग्रामीण बैंक कर्मचारी यूनियन,
के. 103, हुडको प्रताप नगर, जोधपुर (राज.)

विषय:- CGIT Case No. 41/2013, जयपुर थार ग्रामीण बैंक कर्मचारी यूनियन, जोधपुर बनाम दी प्रेसीडेन्ट, जयपुर थार ग्रामीण बैंक, हेड आफिस, किसान भवन, लाल कोठी, टोक रोड, जयपुर (राज.) में मुकदमे की प्रगति हेतु पैरवी के संबंध में।

महोदय,

उक्त प्रकरण इस न्यायाधिकरण में विचाराधीन चल रहा है। बैंक का नाम बदल गया है जिसके लिये याचिका में संसोधन आवश्यक है और याचिका में संसोधन के पूर्व रिफरेन्स में बैंक का नाम श्रम मंत्रालय से संसोधित कराने हेतु याची पक्ष द्वारा आवश्यक कार्यवाही कराया जाना आवश्यक है।

दिनांक 14.3.2014 की तारीख से याची पक्ष की तरफ से उक्त मामले में आगे की कार्यवाही के लिए कोई उपस्थित नहीं आ रहा है। मुकदमे में अगली तिथि दिनांक 28.03.2017 नियत है।

अतः आप से अनुरोध है कि दिनांक 28.03.2017 को स्वयं अथवा अपने नियुक्त प्रतिनिधि के माध्यम से उपरिथित होकर मुकदमें में आगे की कार्यवाही में सम्मिलित होने तथा मुकदमें की प्रगति के लिए पैरवी करना सुनिश्चित करने का कष्ट करें। ऐसा न करने पर माना जायेगा कि आप को मुकदमें में आगे की प्रगति में कोई रुचि नहीं है। मुकदमें का निस्तारण तदनुसार आप की अनुपरिथिति में विधि के अनुरूप किया जायेगा।

भवदीय

(हस्ताक्षर अपठनीय)

पीठासीन अधिकारी

केन्द्रीय श्रम न्यायालय, जयपुर

9. Above notice has been served on applicant General Secretary of the union and acknowledgement is on record. Applicant did not appear on 28.3.2017 as per direction in notice. On 28.3.2017 order was passed to stop further proceeding in the case due to lack of interest of applicant side towards adjudication of the reference in question. In above circumstance it is sufficiently clear that applicant is not interested in taking further step to have the reference adjudicated. In absence of any evidence adduced by applicant I am of the view that applicant has failed to prove that non payment of transport allowance by the bank to the employees of Jodhpur, Jaisalmer and Barmer district is unjust and illegal. Statement of claim of the applicant is dismissed accordingly.

10. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 24 मई, 2017

का.आ. 1340.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार रेल व्हील फैक्ट्री के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 14/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.05.2017 को प्राप्त हुआ था।

[सं. एल-12025/01/2017-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 24th May, 2017

S.O. 1340.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Rail Wheel Factory and their workmen, received by the Central Government on 23.05.2017.

[No. L-12025/01/2017-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT, BANGALORE

DATED : 26th April, 2017

PRESENT : Shri V. S. RAVI, Presiding Officer

ID No. 14/2013

I Party

Sri. Mahesh Kumar M,
S/o Late Mathaiah,
Rail Wheel Factory,
Personnel Branch,
Yelahanka,
Bangalore – 560106

Advocate for I Party :
M/s. Krishna. B & Geetha Krishna,

II Party

1. The General Manager, Rail Wheel Factory,
Yelahanka, Bangalore - 560106
2. The Assistant Personnel Officer,
Manager's Officer, Personnel Branch,
Rail Wheel Factory,
Yelahanka, Bangalore - 560106

Advocate for II Party: Mr. Ramesh Upadhyaya

AWARD

1. Brief details mentioned in the claim statement are as follows:—

The I Party Submits that, he is a graduate in B.com. The I Party states that, he joined the service as a Group – D employee with the II Party Management w.e.f 15.08.2009 against a sanctioned post, on substantive capacity. The I Party also states that, he has been removed from his service w.e.f. 28.05.2001. That on the very same day another order date 28.05.2001 has been issued appointing the I Party Workman in the cadre of Peon in the grade of Rs. 5,200-20,200/- and a copy of the same is produced as Annexure-A. The I Party states that a letter dated 13.05.2011 has also been issued to the I Party workman informing him to report to duty on or before 23.04.2001 to complete the formalities and a copy of the same is produced as Annexure-C. The I Party workman has completed 120 days of service and accordingly, an order dated 02.11.2011 has been issued and granting temporary status w.e.f 12.09.2011 together with pay scales attached to the post. The I Party states that, the I Party workman accepted the job as he has served as a peon in the residential quarters allocated to Smt. Kusuma Hariprasad, with almost diligence and devotion to work. It is also relevant to mention that Smt. Kusuma Hariprasad, is married with one Sri. Prathap Reddy and she has got 2 small kids. No timing is fixed and for 24 hours the workman has been discharging the duties as a Bungalow Peon and through out his service, not even a single memo has been issued to the I Party and the un-blemished record of service is being maintained by the I Party. Further, to the utter surprise, dismay and shock to the I Party workman, he has been served with a show cause notice dated 02.03.2012 and a copy of the same is produced as Annexure-E. The II Party without appreciating the reply offered by the I Party workman an Official Memorandum dated 19.04.2012 has been passed, terminating the services of I Party workman and a copy of the same is produced as Annexure-G. The I Party offered his reply dated 05.04.2012 stating that he reported to duty on 13.05.2012 but he has been thrown out of job by using, men and muscle power. That refusal to allow the workman to discharge his duty is a worst kind of unfair labour practice as defined under section 2(ra) of the Industrial Dispute Act, 1947. The orders of termination passed against the I Party workman is grossly unjust and violative of Principles of Natural Justice in as much "NO DEFINITE FINDING OF GUILT" has been recorded by way of conducting the enquiry. The I Party Submits that, the II Party Management ought to have conducted an enquiry and ought to have granted, a reasonable and adequate opportunity to the I Party to disprove the misconduct alleged against him. The I Party Workman has been engaged to serve the II Party Management upto 31.12.2009 but he has been prematurely terminated. The policy of 'Hiring and Firing' adopted by the II party, has to be deprecated. That non payment of retrenchment compensation together with orders of termination is bad in law and such orders of termination have already been declared as "Void ab-initio", according to the decisions rendered by the various courts of this Country in the following cases:—

- a) ILR 1996 Kar 1874 – SRA Kamat Vs KSRTC
- b) AIR 1981 SC 1253 – Mohan Lal Vs BEL
- c) AIR 1979 SC 75 – Hindustan Tin Works
- d) 1990 (3) SCC Page 682 – Punjab Land

Smt. Kusuma Hariprasad, has uttered ugly words against the I Party workman against the caste he belongs. Keeping this in mind and also to accommodate person of her choice the orders of termination has been passed. Hence, there is bonafide exercise of powers. Without specifying the working hours, the I Party workman has been subjected to untold misery and hardships. The I Party workman has been made to suffer, unreasonably without any "Rhyme or Reason". Therefore, the I Party Workman prays that this Court may be pleased to pass an award, directing the II Party Management, to reinstate the I Party into his original post, with continuity of service, seniority, Promotion and full back wages from the date of dismissal to till the date of Re-instatement and to grant all the consequential benefits, to meet the ends of justice.

2. Brief details mentioned in the Counter statement are as follows:—

The II Party states that, the I Party, based on his application (Annexure – R1) and as recommended by the officer Smt. Kusuma Hariprasad, Dy.FA&Cao (Annexure – R2), has been engaged as Substitute Emergency Peon on 14.05.2011 (Annexure – R3). In Railways, due to arduous nature of duties and long hours spent in dealing with official matters, there is a provision for Administrative Grade Officers to engage a person of their choice/confidence as Emergency Peon to work in their Bungalow and to carry documents between Bungalow and office as may be needed. There is a serious mis-behaviour committed on the part of the I Party workman and his service is grossly unsatisfactory. Therefore, his services has been terminated, which is legal and good in law. Mere indicating the date of birth, date of engagement or date of superannuation in pay slip does not mean one is permanent in service or his services could not be terminated for good and sufficient reason. The application of the workman has been forwarded by the Officer on 17.01.2011 and offer of appointment has been issued on 13.05.2011, which has been accepted by the workman on 14.05.2011. The termination of service of the workman is done, for the violation of terms and conditions accepted by

him, after following the procedures. It has been made clear to the workman before engaging him in the service on contractual basis, that his services could be terminated if his service has been found to be unsatisfactory. The Officer being educated and a Group 'A' Officer does not appreciate, the differentiating on caste and creed. The I Party workman having been engaged on contractual basis, does not come under the purview of section 25-G of Industrial Dispute Act, 1947. There are no merits in the application of the I Party workman. All other statements in the application, which are not specifically traversed herein are denied as not correct.

3. Brief details mentioned in the Rejoinder filed by I Party are as follows:—

The I Party states that he has been appointed accepting the terms and conditions appointment order dated 13.05.2011 and he has worked upto 19.04.2012, completing 240 days of service without any interruption. The I Party workman has done the works like washing clothes, cleaning the floor, go to market and should be available on all 24 hours. The II Party Management ought to have conducted an enquiry and ought to have granted a reasonable and adequate opportunity to the I Party workman to disprove the misconduct alleged against him. The I Party workman has been served with a show cause notice dated 02.03.2012 inviting explanation, as to why his service as Substitute Emergency Peon, should not be terminated. In response to the said show cause notice the I Party workman offered his detailed and convincing reply on 05.04.2012 with a humble request to permit him to continue his services. But unfortunately without appreciating the reply offered by the I Party workman, an Official Memorandum dated 19.04.2012, has been passed, terminating the services of I Party workman.

4. In the above mentioned facts and circumstances, an important point arises for consideration, with regard to the above mentioned matter, as follows:— "Whether II Party is justified in imposing the punishment of terminating the service of I party/Sh. Mahesh Kumar M staff No.061049? If not, to what relief, the I party is entitled to get?"

5. **POINT :—** The MW-1 namely the Chief Staff and Welfare Inspector, of II Party has admitted in his evidence that the Emergency Peon, gets temporary status on satisfactory completion of 120 days from the initial date of appointment. In the present case also as per Ex A-5 dated 02.11.2011, the I Party has been granted temporary status with effect from 12.09.2011. Further, MW-1 has admitted that I Party has been appointed on 14.05.2011 and also MW-1 has admitted that I Party has been granted temporary status on completion of 120 days w.e.f. 12.09.2011, as per Ex A-5 filed by the I Party. Further, MW-1 has categorically admitted that I Party has been appointed in the vacancy post and there is no practice of conducting medical examination before granting temporary status. However, the I Party has been subjected to medical examination prior to engaging him as Substituted Emergency Peon and salary of the Emergency Peon is paid by Government. Further, MW-1, also admitted that he is not aware as to whether Smt. Kusuma Hariprasad has been examined regarding unauthorised absence from duty, committed by the I Party and no enquiry has been conducted regarding allegation made against the I Party and only Smt. Kusuma Hariprasad can answer as to whether she has denied to give work for I Party. On the other hand, I Party has clearly stated in his evidence that without verifying the allegation and without conducting any enquiry and also without recording any finding of guilt, the II Party has terminated the service of I Party workman and it is clear case of unfair labour practice and also, violation of principle of natural justice. Further, the evidence of MW-1 is also not clear to the effect that I Party has been terminated by following the principle of natural justice and also, the allegation has been proved as per the principles of preponderance of probability.

6. Further, out in the judgment relied on behalf of the II Party and reported in AIR 2005 Supreme Court 1933, (Before Mr. Justice. N. Santhosh Hegde and Mr. Justice. S.B. Sinha), Civil Appeal Nos. 4868 with 4869 of 1999, dated 03.03.2005, in the case of Karnataka State Road Transport Corporation and another Vs S.G. Kotturappa and another, it is held as follows only:— "Termination of Service – Badli worker, has no statutory status/right – His termination for unsatisfactory work, that too, with opportunity given for improvements – Not invalid or violative of S.25-F of I.D. Act." And also in the judgment reported in (2009) 17 Supreme Court Cases 473, (Before Mr. Justice. Dr. Ajith Pasayat and Mr. Justice. A.K. Ganguly), in the case of Bangalore Metropolitan Transport Vs T.V. Anandappa, Civil Appeal No. 2589 of 2009, decided on April 16, 2009, it is held as follows only:— "Badli Worker – Protection under Industrial Disputes Act, 1947 – Held, not available." Further, out in the judgment relied on behalf of II Party and reported in AIR 1999 Supreme Court 1958 (1), (Before Ms. Justice. Sujata, Mr. Justice. V. Manohar, Mr. Justice. D. P Mohapatra and Mr. Justice. R.C Lajoti), Civil Appeal No. 711 of 1983 dated 14.05.1999, in the case of N.S.Giri Vs The Corporation of City of Mangalore and others, it is held as follows only:— "Industrial Dispute Act (14 of 1947), S.10A- Award of Industrial Tribunal enforcement of Award enhancing age of superannuation to 58 years - Inconsistent with statutory provisions governing service conditions – cannot be enforced." However, it is found that as per Ex A-5, the II Party has clearly pointed out that the I Party is eligible for privileges like annual increment, leave (CL/LAP/LHAP), pass/PTO, HRA, Medical benefits etc., as admissible to temporary Railway Servants with effect from 12.09.2011 on grant of temporary status and also, the II Party has not established that, the I Party has been terminated for good and sufficient reason and hence, the above mentioned citations filed on behalf of II Party are not applicable to the present case for the special facts and peculiar circumstances and also for the unique details mentioned herein above.

7. It is well settled by the catena of decisions that labour laws being beneficial pieces of legislation are to be interpreted in favour of the beneficiaries in case of doubts. The II Party cannot make submission in an aprobate or reprobate manner. It is obligatory on the part of the tribunal to consider the entire materials on record and to give a finding on several contentions urged by both the parties. The Tribunal has to discharge its statutory function in terms of the Industrial Dispute Act, based upon the facts and circumstances of the present case only. Further, it is also evident, from the close reading of the facts and situations mentioned above, that the I Party is entitled to get the full reinstatement, relief as prayed for in the claim statement.

8. Further, the awarding of reinstatement does not amount to automatic conferment of back wages as held in 2009 (4) LLJ 667 (SC) Malla C.N. Vs State of Jammu and Kashmir & others. Awarding of back wages, depend upon other factors and circumstances. The I Party has pointed out in the claim statement that the I Party has been thrown out of employment and is facing hardship. In the affidavit also, the I Party has stated that with no financial income he is facing great hardship. However, the claim of the workman that he is entitled for the full back wages, cannot be considered, having regard to fact that the I Party has not performed any work for II Party from 19.04.2012 to till date, namely, for more than 5 long years, and also, in order to balance the interest of both the parties, this Court is of the considered opinion that in the facts and situation of the present case, 50% back wages only can be granted to the I Party. Having regard to the facts and circumstances, and long gap from the date of dismissal of I Party, from 19.04.2012 to till date, it is seen that granting of 50% back wages would be adequate.

9. Further, AW-1, namely the I Party has clearly stated in his evidence that he has no other avocation in life except employment with II Party and from the date of dismissal from service i.e., on 19.04.2012 to till date he is not gainfully employed elsewhere and he could not get employment elsewhere. Further, AW-1 has categorically stated that it is not true to suggest that he himself stopped coming to the work from 13.02.2012 and I Party has been thrown out of his job without following the principles of natural justice. Further in the judgment relied upon on behalf of I Party and reported in AIR 1979 Supreme Court 75, (1978 LAB I.C. 1667), (Before Mr. Justice. V.R. Krishna Iyer, Mr. Justice. D.A. Desai and Mr. Justice. O. Chinnappa Reddy) in the case of M/s. Hindustan Tin Works Pvt. Ltd. Vs The Employees of M/s Hindustan Tin Works Pvt. Ltd. and others, Civil Appeal No. 656 of 1978, dated 07.09.1978, it is held as follows:- “When the Industrial unit concerned is looking up and has started making profits, and the workmen have already been reinstated and they have started earning their wages, in view of the fact that the unit has still not cleared its accumulated loss and in view of the facts and circumstances of the case the award not of full back wages but 75 percent, thereof will be appropriate.” However, in the judgment relied on behalf of the I Party himself and also reported in ILR 1996 KAR 1874, Mr. Justice. Kumar Rajaratnam, in the case of S. Rathnakar Amirth Kamath Vs K.S.R.T.C. it has been held as follows:- “Industrial Dispute Act (Central Act No. 14 of 1947) Sections 2(s) & 25-F workman’s removal from service without complying with section 25-F, held, illegal-having suffered a long litigation, held, entitled not only continuity of service but with 50% of back-wages.” Accordingly it is found that in the above mentioned facts and circumstances the I Party is entitled to get 50% back wages from the date of termination namely 19.04.2012 to till the date of reinstatement.

10. In the light of the above mentioned facts and situations, this Court is awarding 50% back wages from the date of order of dismissal, and also, on the careful appreciation of the submissions made in the statements, and also, the oral and documentary evidences adduced by both the Parties, I Party is ordered to be reinstated with the benefit of continuity of service and other consequential benefits that he would have received in the absence of the impugned penalty of removal from service, but with 50% of back wages. However, the workman/I Party is entitled for continuity of service for the other purposes. For the above mentioned facts and circumstances and situation, it is found that the I Party/Workman is entitled for re-instatement, with benefit of continuity of service and other consequential benefits that he would have received, in the absence of the impugned penalty of removal from service, but with back wages of 50%, for the above mentioned peculiar reasons. There shall be continuity of service. Thus, the point is answered, accordingly.

AWARD

The II Party is not justified in imposing the punishment of Terminating the services of I Party/Sh. Mahesh Kumar M and the said II Party is directed to reinstate I Party with the benefit of continuity of service and other consequential benefits, that he would have received in the absence of the impugned penalty of Terminating the services of I party, but with 50% back wages, and the present reference is ordered accordingly, without costs, for the above mentioned peculiar facts and special circumstances of the present matter.

(Dictated, transcribed, corrected and signed by me on 26th April, 2017)

V. S. RAVI, Presiding Officer

List of Witness on the side of I Party:

AW 1	Sh. Mahesh Kumar M, I Party/ workman
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List of Witness on the side of II Party:

MW 1	Sh. Narasimha Murthy, Chief Staff and Welfare Inspector
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Exhibit marked on behalf of I Party:

Exhibits	Date	Description of Document
Ex A-1	19.04.2012	Memorandum issued by II Party to I Party workman
Ex A-2	05.04.2012	Explanation to the show cause notice from I Party to Smt. Kusuma Hariprasad
Ex A-3	05.05.2011	Letter issued for Medical Examination from Rail Wheel Factory General Manager's Office Personnel Department
Ex A-4	13.05.2011	Engagement of Substitute Emergency peon to Smt. Kusuma Hariprasad
Ex A-5	02.11.2011	Memorandum granting temporary status issued by II Party